

LAW-BOOKS Printed for J. WALTHOE
in the Middle-Temple Cloysters.

- 1 **D**'ANVERS's Abridgment of the Law, in 2 Vol.
- 2 Coke's Reports, with References, on Royal Paper.
- 3 ——— on Littleton, 10th Edition.
- 4 Lutwyche's Reports and Entries, 2 Vol.
- 5 Sir Bartholomew Shower's Reports.
- 6 Sir Orlando Bridgman's Conveyances, 4th Edit.
- 7 Dr. Cowell's Law-Dictionary, 1708.
- 8 Cases in Chancery, compleat in 3 Parts, 2d Edit.
- 9 Dalton's Country Justice, a New Edition, 1715.
- 10 Modern Cases in the 2d and 3d of Q. Anne, 1713.
- 11 Keble's Reports, 3 Vol. (*All these in Folio.*)
- 12 Cursus Cancellariæ, or Proceedings in Chancery, 8vo. 1715.
- 13 Reports in Chancery, 2 Vol. 8vo. 2d Edit. 1715.
- 14 The History and Analysis of the Law, 2 Vol. 1713.
- 15 The Rules of all the Courts at Westminster, 2 Vol. 1712.
- 16 The Common and Statute Law concerning Trials, 1710.
- 17 Scrogg's Practice of Courts-Leet, and Courts-Baron, 1714.
- 18 The Law against Bankrupts, by Serjeant Goodinge, 3d Edit.
- 19 The Law of Ejectments, 2d Edit. 1713.
- 20 Modus Intrandi Placita Generalia, 2 Vol.
- 21 Watson's Clergy-Man's Law, 2 Vol. 2d Edit. 1712.
- 22 The Law of Last Wills and Testaments.
- 23 The Impartial Lawyer.
- 24 The Compleat Sheriff, 2d Edit. Price 5 s.
- 25 The new Retorna Brevium. Price 5 s.
- 26 The Modern Conveyancer, in 3 Vol. 3d Edit.
- 27 Officium Clerici Pacis, 2d Edit.
- 28 The Compleat Attorney and Solicitor, 4th Edit.
- 29 Conset's Practice of the Ecclesiastical Courts, 3d Edit.
- 30 Molloy de Jure Maritimo & Navali, 6th Edit.
- 31 Styles's Practical Register, 4th Edit.
- 32 Legal Provisions for the Poor, 12°. 1715.
- 33 An Abridgment of Coke on Littleton, 12°. 1714.
- 34 A Compendium of the Laws of England, by H. Curson, Esq;
- 35 Tenants Law, 6th Edit. 12°. 1713.
- 36 Laws concerning Trade and Tradesmen, 12°. 1712.
- 37 Enchiridion Clericale, or Precedents for young Clerks.
- 38 An exact Copy of the Court-Hand. Price 1 s.
- 39 A Catalogue of the Law-Books to Hilary-Term, 1714.
- 40 Blackerby's Justice of Peace's Companion, 3d Edit. 1715.
- 41 Tryals per Pais, or the Law of Juries, 4th Edit.
- 42 The Book of Oaths, 1715.

LAW-BOOKS Printed for J. WALTHOE
in the Middle-Temple Cloysters.

- 1 **D**'ANVERS's Abridgment of the Law, in 2 Vol.
- 2 Coke's Reports, with References, on Royal Paper.
- 3 ——— on Littleton, 10th Edition.
- 4 Lutwyche's Reports and Entries, 2 Vol.
- 5 Sir Bartholomew Shower's Reports.
- 6 Sir Orlando Bridgman's Conveyances, 4th Edit.
- 7 Dr. Cowell's Law-Dictionary, 1708.
- 8 Cases in Chancery, compleat in 3 Parts, 2d Edit.
- 9 Dalton's Country Justice, a New Edition, 1715.
- 10 Modern Cases in the 2d and 3d of Q. Anne, 1713.
- 11 Keble's Reports, 3 Vol. (*All these in Folio.*)
- 12 Cursus Cancellariæ, or Proceedings in Chancery, 8vo. 1715.
- 13 Reports in Chancery, 2 Vol. 8vo. 2d Edit. 1715.
- 14 The History and Analysis of the Law, 2 Vol. 1713.
- 15 The Rules of all the Courts at Westminster, 2 Vol. 1712.
- 16 The Common and Statute Law concerning Trials, 1710.
- 17 Scrogg's Practice of Courts-Leet, and Courts-Baron, 1714.
- 18 The Law against Bankrupts, by Serjeant Goodinge, 3d Edit.
- 19 The Law of Ejectments, 2d Edit. 1713.
- 20 Modus Intrandi Placita Generalia, 2 Vol.
- 21 Watson's Clergy-Man's Law, 2 Vol. 2d Edit. 1712.
- 22 The Law of Last Wills and Testaments.
- 23 The Impartial Lawyer.
- 24 The Compleat Sheriff, 2d Edit. Price 5 s.
- 25 The new Retorna Brevium. Price 5 s.
- 26 The Modern Conveyancer, in 3 Vol. 3d Edit.
- 27 Officium Clerici Pacis, 2d Edit.
- 28 The Compleat Attorney and Solicitor, 4th Edit.
- 29 Conset's Practice of the Ecclesiastical Courts, 3d Edit.
- 30 Molloy de Jure Maritimo & Navali, 6th Edit.
- 31 Styles's Practical Register, 4th Edit.
- 32 Legal Provisions for the Poor, 12°. 1715.
- 33 An Abridgment of Coke on Littleton, 12°. 1714.
- 34 A Compendium of the Laws of England, by H. Curson, Esq;
- 35 Tenants Law, 6th Edit. 12°. 1713.
- 36 Laws concerning Trade and Tradesmen, 12°. 1712.
- 37 Enchiridion Clericale, or Precedents for young Clerks.
- 38 An exact Copy of the Court-Hand. Price 1 s.
- 39 A Catalogue of the Law-Books to Hilary-Term, 1714.
- 40 Blackerby's Justice of Peace's Companion, 3d Edit. 1715.
- 41 Tryals per Pais, or the Law of Juries, 4th Edit.
- 42 The Book of Oaths, 1715.

2244 *Sept 9 1744* *July 22* #
C
95

THE
PRACTICE
OF
Courts-Leet,
AND
COURTS-BARON.

WITH
Full and exact Directions for making up Court-Rolls,
as well of Courts Leet as of Courts-Baron:

AS ALSO,

The Manner of Drawing and Entering all Sorts of Presentments and Forfeitures in Courts-Leet, and of Surrenders, Admissions, and Recoveries in the Nature of Writs of Entry *sur Disseisin en le post* at the Common Law.

LIKEWISE,

Several Curious Matters and Notes in Law, relating to Presentments, Distress, Amerciaments, Fines, Rescous, Replevin, Wastes, Estrays, By-Laws, Harriots, Escheat, Surrenders, &c. with Directions for giving Charges to the Jury and Homage at a Court-Leet and a Court-Baron.

Published from the Manuscripts of Sir Will. Scroggs, Knt.
sometime Lord Chief Justice of England.

To this Third Edition are added, very large Additions, and the late Acts of Parliament concerning the Duty on Surrenders, Admittances, &c. the whole carefully corrected from the Errors of the former Impression.

In the SAVOY: ^{12.}Printed by J. Butt,
Assignee of Edward Sayer Esq; for J. Wal-
thoe in the Middle-Temple Cloysters, and at
his Shop in Stafford. MDCCXIV.

S.
UK
997
SCR

SA35
Ed 3

Rec. Sept. 24, 1873

I
I
I
I
I
I
I
I
I
I
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42

THE
PREFACE
TO THE
Judicious Reader.

THE Learning touching Copyhold-Estates hath been always esteemed such an Essential Branch of the Law, That the judicious Mr. Kitchin first made it his Business to leave to the Students and Professors of the Common Law his Labours, in a methodical and well-digested Collection upon that Subject, which Time has in some Measure rendred obsolete, the late Lord Coke hath long since given the World his admirable Sentiments upon the same Subject, in his Complete Copyholder. It was this that encouraged the Publisher, since both the said Pieces were long ago wrote, add some modern Notes in Law,

The Preface.

such as he thinks may be sufficient helps for any Steward or Person that will take upon him the Employment of keeping a Court-Leet, or Court-Baron; as being what relates to the Theory of that Science: But as to the Practick, when making up his Court-Rolls, he is at a further Loss for Want of Precedents for Instructions, in regard neither of those above-mentioned Books do contain any more than a few Fragments of Entries of Admissions, Surrenders, or Presentments, and no Ways fitting for, or suitable to the true Knowledg, or right Understanding of such a Work: For which Reason, he hath adventur'd to give the World a complete Specimen of every Thing, which may any Way relate to the Practick Part of a Court-Leet, and a Court-Baron.

Vale.

T H E

THE
PRACTICE
OF
Courts-Leet,
AND
COURTS-BARON.

COURT-LEET.

Court Leet is also called a *Law-day*, or Court-Leet
View of Frank-pledge, and is an ancient Court of Record, and con-
stituted for Offences belonging to the Crown
within the Precinct that it is holden for,
which is before the Steward, as Judge, and
B was

Of Courts-Leet,

was doubtless at first by the King's Grant; but at this Day is commonly claimed by Prescription, and may be held in any Place within the Hundred, Parish, or Manor, of which it is kept for, which is commonly twice every Year, (*viz.*) within a Month of *Easter*, and within a Month of *Michaelmas*: Yet if it hath been a Custom to keep a *Court-Leet* at any other Time in the Year, and Warning given, 'tis good; and the Judge or Steward, when he intends to keep the said *Court-Leet*, commonly sends his Precept to the Bailiff of the Manor to warn the Court at Six or more Days, which is commonly in these Words:

A Precept to warn the Tenants, and summon a Jury at a Court-Leet.

To the Bailiff, &c.

Maner' de S. **T**Hese are to will and require you to give publick Notice within the said Manor, That the Court-Leet and View of Frank pledge for the same Manor, with the Court-Baron of *A. B. Esq;* Lord of the said Manor, will be holden at the — on *Monday* the — Day of — at Ten of the Clock in the Forenoon; and that you warn all the Tenants of, and Resiants within, the said Manor, that do owe any Suit or Service at the said Court, that they and every of them personally be and appear at the Time and Place afore.

aforesaid, then and there to do and perform the same. And likewise, that you summon Twenty and four honest and lawful Men of the said Manor to be and appear at the Time and Place aforesaid, to enquire for our Sovereign Lord the King of all such Matters as to the said Courts do appertain; and that you your self be then and there also personally present, and have you there the Names of such Persons as you shall have so summoned, and this Precept. Given under my Hand and Seal, &c.

*Of the Persons that are bound to Suit in
a Leet.*

Every Person from the Age of Twelve to Sixty Years, that dwell within a Leet, are obliged to do Suit within this Court, and no Prescription will exempt any Man from it, unless he be under the Sheriff's Tourn: And a Stranger, in case of the Want of Jurors, may be made to serve of the Jury; and not only Tenants that hold of the Manor within the Leet, but others that are Residents, if they there offend, and can be met withal, are punishable. *Marlbr. Chap. 10. F. N. B. 160.*

And now having shewn you who are to do Service; and the Court being set, order Proclamation.

Of Courts-Leet,

Proclamation.

Proclamation.

Opes, [three Times.] All Manner of Persons that do owe Suit or Service to this Court-Leet with a customary Court, or that were summoned to appear here this Day, draw near and give your Attendance, and answer every Man to his Name at the first Call, and save your Amerciaments.

Leetors called.

Then call over the Leetors, and mark every one that appears, and them that make Default, thus ;

Amerced.

A. B. amerced *6d.* [And so of the rest.]

Constables called.

Then call the High-Constable, Petit-Constable, Tything-Men of every Tything, and ask them what they have done in relation to the Orders they received the last Court: And if the Constables, &c. do not appear, they are finable.

Fine.

Jury chosen.

Then choose a Jury, and name a Foreman, whose Oath is as follows:

The OATH.

Foreman's Oath.

YOU shall well and truly enquire, and true Presentment make, of all such Articles, Matters, and Things, as shall be given you in Charge; the King's Council, your Companions, and your own, you shall keep secret and undisclosed. You shall present

sent no Man for Envy, Hatred, or Malice,
nor spare any Man for Fear, Favour, or
Affection, or any Hope of Reward; but
according to the best of your Knowledge,
and the Information you shall receive, you
shall present the Truth, the whole Truth,
and nothing but the Truth. *So help you
God.*

Note, That a Stranger may be compelled Stranger
to be of the Jury, if there be not a compelled.
sufficient Number, and if he refuse, you
may fine him.

Then swear the rest of the Jury thus:

THE same Oath that *A. B.* your Fore- The rest of
man hath taken, you and every of the Jury
you shall on your Part and Parts well and sworn.
truly observe. *So help you God.* [Kiss the
book.]

And when they are thus sworn, cause the Jury num-
ber'd, bailiff to number them thus:

A. B.	}	<i>Jur.</i>
C. D.		
E. F.		
G. H.		
J. K.		

In some Case the Steward may impannell A second
second Jury, to enquire into the Conceal- Jury.
ments of the first, and fine them. 33 *H. 8. 6.*
Eliz. 17.

B. 3

And

Fine for a
Contempt.

And the Steward may fine any Man for a Contempt in the Face of the Court — As, if he refuse to be sworn of the Jury, or being sworn, doth depart without giving Verdict, and in such like Offences; but he cannot commit any to Prison. 8 Rep.

Then order Proclamation for the Charge.

Proclamation.

Proclamation
for a
Charge.

YOU good Men that are sworn, draw near and hear your Charge, and the Court commandeth all Men to keep Silence whilst the Charge is giving.

Note, Before the Charge is given, gather the *common Fine* which the Tenants do pay, if it be the Custom of the Manor.

The CHARGE.

Gentlemen,

The Charge.

I Shall not trouble you with a long and tedious Repetition of the Antiquity of a Court-Leet, or the Jurisdiction of the same. It shall suffice at this Time to tell you, That to this Manor are appendant, Two Courts, the one called, *A Leet or View of Frankpledge*, where we have Power to enquire of and punish all Offences against the Peace, and determine Matters of Controversy between the King and Subject. The other is call'd, *A Court-Baron*, wherein we have Power to enquire of and adjust all Matters between Lord and Tenant. As

As to the first, of the Court-Leet, you having taken an Oath to enquire of such Things as shall be given you in Charge, it does thereupon necessarily follow that I give you one; in which (knowing you to be Men who are well accustomed to, and well able to go through a Matter of this Nature) I shall proceed briefly to some Particulars, which are as follow.

First, You are to enquire who they are that owe Suit and Service to this Court, and whether they be here to do the same, or not; such as are absent on lawful Occasion you have Power to amerce as you shall think fit in Reason. In the next Place, you are to enquire if any Person was presented at the last Court for any Offence; whether the same was reformed within the Time limited in such Presentment; if so, the Penalty is to be set aside; if otherwise, you must present accordingly, that the Penalty may be levied for the Lord's Use.

Note, You must call to the Constable for a Leet-Bill to Leet-Bill, which should comprehend all Inhabitants of the Leet, within the Precinct, above the Age of Sixteen. It is usual to present one, and set a reasonable Amercement, and give Time till a further Day for Amendments under a great Penalty.

*Nuisance.***Nuisance.**

You are to enquire of and present all Nuisances. A Nuisance is that which is an Annoyance or Disturbance to many : It cannot be said to be to one, for it is *Commune Nocumentum*.

*First, As to Nuisances in the Highways.***A Catalogue of Nuisances in the Highway.**

If any encroach upon the King's Highway, by Hedging, Ditching, or otherwise inclose any Part of the Highway ; this is a Nuisance, and by you enquirable, presentable, and punishable.

Laystals and Dunghils.

If any make any Laystals, Dunghils, or lay any Timber-Wood, or other Thing in the Highway, whereby the same is in the least obstructed ; this is also a Nuisance, and enquirable, &c.

Scouring Ditches, &c.

If any do not scour their Dirches, or lop their Trees, and keep their Bushes low next the King's Highway ; this is an Occasion of impairing the Highway, and by you enquirable, &c.

Water-Courses.

If any divert an ancient Way, or an ancient Water-Course out of its proper Channel ; this is also enquirable, &c.

Carrion, or stinking Cloth.

If any Person lay any Carrion, or any other stinking Dirt in the Highway, by this Means the Air is corrupted, which is a Nuisance, and by you enquirable, &c.

If any lay any Hemp, or otherwise corrupt any common Stream of Water ; this

and Courts-Baron.

9

is also a Nulance, and by you enquirable, &c.

If any do not maintain a sufficient Lodge Fences or Fence against any Common, or common Highway, whereby his Neighbour's Cattle may the more easily trespass on his Ground, and he impounds them; this occasions Suits and Controversies, and tends to the Breach of the Peace, and consequently by you enquirable, &c.

Eves-droppers.

You are to enquire of Eves-droppers, such Listeners and s listen under Walls or Windows to hear Tale-bearers. Tales, and report them amongst the Neighbourhood; this tends to the Breach of the Peace, and by you enquirable, &c.

Barretors.

You are to enquire and present all common Barretors, Scolds, and other Breakers of the Peace, and punish the Offenders accordingly.

You are to enquire of all Riots, Routs, Rioters, and unlawful Assemblies.

Unlicensed Ale-houses.

You are to enquire of all unlicensed Ale-houses, and present the Offenders. Ale-houses, &c. unlicensed.
And if any Inns or Ale-houses have a licence, yet you are to enquire if they keep

Of Courts-Leet,

keep good Orders in their Houses, otherwise you are to present and punish the Offenders.

Gaming-houses.

Bawdy-houses, &c.

You are to enquire of all Gaming-houses, Houses of Bawdry, and other such lewd and disorderly Places.

Bakers, &c.

Bakers, &c. selling unwholsome Victuals.

You are to enquire of all Bakers, Butchers, Poulterers, and others, that they vend good and wholsome Meat and Drink, fit for Man's Body: If any offend herein, you are to present and punish the Offenders.

Pound-breach.

Pound-breach and Rescous.

You are to enquire of all Pound-breach and Rescous. If any Cattle be put in the Lord's Pound, and taken out by Force, otherwise than by due Course of Law; this is called Pound-breach, and by you enquirable, &c.

Rescue.

Rescue from the Sheriff.

Also if any rescue any Cattle, or other Things, from the Custody of the Sheriff, or any of his Bailiffs or Officers; this is called a Rescous, and by you enquirable, &c.

Game.

Game.

You are to enquire, if any (not being qualified according to Law) keep any Grey-hounds, Setting-Dogs, Nets, or any other Engine to destroy the Game, and to present the same accordingly.

Keeping Greyhounds, Setting-Dogs, &c.

Constables.

You are to enquire of your Constables, Surveyors of the Highways, and all other publick Officers within the Precinct of this Leet, that they have duly executed their respective Offices; if any have been therein remiss, you are to present the Offenders.

If Officers have duly executed their Office, &c.

Conclusion.

Gentlemen, I might enlarge on several other Heads (and Particulars); but knowing your Abilities, I shall not trouble you with any more Particulars at present, but give you this in general, That whatsoever you know of your own Knowledge to be enquirable and presentable, that you make due Presentment thereof; and if any Thing of Dispute or Difficulty arise, if you repair to me, you shall receive the best Instruction I can give you: And so pray go together, and consider of your Verdict.

Other Particulars left to the Jury's Knowledge.

Note, There are several Things that are presentable in a Court-Leet, but not being

Things presentable, but not punishable.

Of Courts-Leet,

Properest for
Sessions or
Assizes.

being punishable, they are not taken
Notice of here, as being more proper
for the Quarter-Sessions or Assizes.

Proclamation.

Another Pro-
clamation by
the Crier.

IF any Person can inform the Steward, or
this Inquest, of any Offences committed
against our Sovereign Lord the King, which
to this Court do appertain, to take Cogni-
zance of, (which Offences you may read in
the Charge) let them come into the Court,
and they shall be heard.

And if any Person appear, swear him thus :

Evidence
sworn.

THE Evidence that you shall give at
this Inquest, shall be the Truth, the
whole Truth, and nothing but the Truth.
So help you God.

The Steward having given Direction to
the Jury to enquire of their Charge, in the
mean Time the Court commonly adjourns to
Dinner, which is by Proclamation thus :

Proclamation.

Court ad-
journ'd by
another Pro-
clamation.

ALL Manner of Persons that are obli-
ged to give their Attendance at this
Court, have Liberty to depart till Three of
the Clock in the Afternoon, at which Time
they are to appear again at their Perils.

At

and Courts Baron.

13

At the Time appointed, the Court being returned, assemble a Court by Proclamation thus:

Proclamation.

ALL Manner of Persons that were obliged to give their Attendance on this Court, and were adjourned till Three of the Clock, are now to give Attendance again, as they will answer the contrary at their Perils.

Another Proclamation to appear again.

Then let the Steward call for the Presentments of the Jury, &c. and if they are not ready, give them a Day and adjourn the Court till then, and then make Proclamation as before, and enter all your Adjournments on the Court-Roll.

Jury's Presentment called for.

But if the Presentments are ready, ask them if they have agreed; which if they all say, *Yes*, ask them if they are content that their Presentment should be altered; and if they agree, read them in *English*, and amend the Form as you see Occasion, then turn them into *Latin*.

Presentment to be alter'd in Form, and turned into *Latin*.

Then you may swear such Officers as are to be sworn; such as the Constables, the Wayward-Affeerors, &c.

Officers sworn.

Afterwards discharge the Court by Proclamation, and command the Crier to make three Times, *Oyes*.

Court discharged:

Procla.

*Proclamation.*Proclama-
tion.

ALL Manner of Persons that have appeared here this Day at this Court-Leet, and have any Thing further to say, let them now come in, and they shall be heard; otherwise all and every Person may depart, and are hereby discharged of their Attendance till they are obliged to appear again on new Warning.

The Manner of making up Estreats for a Court-Leet.

Maner' de S. **T**HE Estreats of Fines, Forfeitures, and Amercements, at the several Courts Leet, holden for the Manor aforesaid, on the several Years hereinafter mentioned; (that is to say,)

Monday, &c.

A. B. of the Parish of, &c. for that he did not appear at this Court, to enquire for our Sovereign Lord the King of those Things which to the said Court do appertain, (though summoned so to do) but made Default _____

d.
xii.

A. B. of the Parish of, &c. for the like _____

And so set down every Defaulter by Name, &c.

In all, &c.

Monday

and Courts-Baron.

15

Monday, &c.

L. L. of the Parish of, &c. Yeoman,
for that he did not scour and
cleanse 10 Rods of his Ditch
in the Parish of, &c. adjoining
to the Highway, between the
Grounds of A. H. Gent. and
C. D. Husbandman, within the
Time limited by the Jury at the
last Court. —————

s.

x.

R. W. of, &c. for that, &c. *ut supra.*

In all, &c.

G. A. and R. W. Constables of, &c.
for that they did not appear at
this Court, to do those Things
which to their Office doth ap-
pertain. —————

s.

xx.

et cætera prout.

In all, &c.

Sum total, &c.

Note, The Steward usually keeps a Minute-
Book, and a Contract or Register-Book,
for several Purposes relating to a Court-
Leet, and Court-Baron.

The Ale-Taster's Oath.

YOU are to swear, That you will well Ale-Taster's
and truly serve our Sovereign Lord Oath.
the King, and the Lord of this Leet, in the
Office of Ale-Taster or Affizer for this Li-
berty for the Year to come; you shall truly
and duly see from Time to Time, that all
Bread

&c.
Monday

Of Courts Leet,

Bread to be sold be duly weighed, and that the same do contain such Weight according to the Price of Wheat, as by the Statute in that Case is provided; and you are likewise to take Care that all Brewers do brew good and wholesome Beer and Ale, and that the same be not sold till essay'd by you, and at such Prizes as it shall be limited by Justices of the Peace; and all Offences committed by Brewers, Bakers, and Tipplers, you shall present to this Court; and in every other Thing you shall well and truly behave your self in the aforesaid Year. *So help you God.*

The Affeeror's Oath.

YOU shall truly swear, That you will well and truly tax, assess, and affeer, the several Amercements here presented, wherein you shall spare no Man for Love, Favour, or Affection, nor increase any Man's Fine for Malice; but upon every Man set the same according to the Quality or Quantity of his Offence and Faults. *So help you God.*

The Hayward, Beadle, or Greve, his Oath.

YOU shall swear, That you will well and truly serve in the Office of a Hayward, Beadle, or Greve, for the Year to come. You shall duly and truly execute all such Process as shall be directed unto you from this Court; and you shall from Time

to Time present and certify all such Pound-Breaches as shall happen to be made within your Office; and likewise you shall present all such Cattle estrayed as shall usually come within your Office, and in every Thing you shall well and truly behave your self during the Time aforesaid. *So help you God.*

The Constable's Oath.

YOU shall well and duly execute the Office of a Constable for the Parish or Tything of H----- for and during one whole Year next ensuing, you shall to the utmost of your Power see the King's Peace kept, and keep all such Watch and Ward as hath been usually accustomed, and as it ought to be. All Rogues, Vagabonds, and sturdy Beggars, that shall resort within your Precinct, you shall have punished according to the Laws in that Case: You shall present all those that play at any unlawful Games. *So help you God.*

The Bailiff's Oath.

YOU shall swear, That you will well and truly serve our Sovereign Lord the King, and the Lord of this Leet, in the Office of a Bailiff for the Year ensuing, and shall well and truly collect all Rents, Revenues, and other annual Profits, and of the same a true and lawful Account give
C
at

Of Courts-Leet,

at the End of the said Year, and of all
other Matters appertaining to your Office.
So help you God.

The Steward's Oath.

YOU shall swear, That you will well
and truly serve the Lord of this Ma-
nor of *W——* in the Office of Steward,
and well and truly see all Plaints, Actions,
Process and Matters, in these Courts, to be
holden before the Lord of this Manor, and
by you his Steward, or by your sufficient
Deputy, according to the Custom and Li-
berties of the said Manor, and you shall
cause all such Plains, Actions, &c. to be
entred and recorded according to the best
of your Skill and Power, taking for the
same your due Fees; you shall well and tru-
ly accomplish all such Matters and Things
which to your Office of Steward do be-
long, to the best of your Knowledge. *So
help you God.*

T H E

THE
PRACTICE
OF
COURTS-BARON.

COURTS-BARON.

A *Court-Baron* consisteth of the Lord, Court-Baron Tenant, Steward, and Bailiff, defined. within the Manor, and is sometimes called, *The Copyholder's Court*, especially when it is for Trial of Titles of their Lands, for taking and passing Estates, Surrenders, Admittances and Grants, and wherein the Lord, or his Steward, is Judge (as the Custom of the Place is); yet this Court is sometimes called, *The Freeholder's Court*, when the Actions and Proceedings are for Trial under 40 s. and is something like a County-Court, and the Proceeding much the same, and was without Doubt granted to the Lord originally by the King; but now most are by Prescription, and is commonly held once in three Weeks, and may be as often as the Lord or Steward thinks fit, who is supream Judge in Law and Equity, and is obliged to register all Records of the Court, and other Proceedings between Lord and Tenant, and between

Of Courts-Leet,

Tenant and Tenant, and to be indifferent between them; and when such Court is to be kept, the Lord or Steward sends his Warrant at Six or more Days Notice according to Custom, in Words to this Effect:

The Precept to the Bailiff, &c.

Maner' de S. THESE are to will and require you to summon all Tenants of the said Manor, (whose Names are here under-written) and all other Persons that do owe Suit or Service to the said Court, personally to be and appear at the Court-Baron to be holden for the Manor aforesaid at the Place accustomed upon the, &c. Day of, &c. then and there to do and perform these several Suits and Services according to the Custom of the said Manor; and have you there the Names of such Persons as you have so summoned, and this Precept. Given under my Hand and Seal this, &c.

A. B. Steward.

The Court being met according to the Precept, the first Thing the Steward ought to do, is to enter the Style of the Court.

The Style of the Court.

Maner' de S. W. } CURIA Baronis W. S.
cum Membris. } Militis Domini.
Hareii predicti ibidem tenc' decimo
quarto die Junii, Anno Regni, &c.
Annoq;

and Courts-Baron.

21

Annog; Domini, &c. coram W.B. Gen
Senescallo ibidem.

Then let the Steward order Proclamation
thus :

O U E S. All manner of Persons that
owe Suit and Service to this Court-
Baron, here this Day, to be holden and kept
for the Manor of S. W. or were summoned
to appear here this Day, draw near and
give your Attendance, and answer every
Man to his Name as he shall be called, and
save your Amercements.

Whilst this is doing, let the Steward write
the Style on a Sheet of Paper, which he is
afterwards to enter into a Book with all the
Presentments, Amercements, Admittances,
Surrenders, &c. which shall occur at any
Court he keeps, that he may have Recourse
to his said Book to make up his Court Rolls
in Parchment, and to make out Copies of
any Thing contained in such Court Rolls,
that the Tenant shall (at any Time) have
Occasion to make use of.

Then order the Cryer to make a second
Oyes.

Then give Orders to call the Suitors by
Proclamation.

Oyes. A. B. come into Court, and do
your Suit and Service, or else you will be
amerced.

C 3

N. B.

N. B. The Bailiff will by the Rent-Roll give you a Catalogue of their Names.

Then the Steward shall say—— If any Person will be effoin'd, or enter his Complaint, let him come into Court, and he shall be heard.

And if any appear, enter the Effoins and Complaints on Paper thus:

Plaint.

ff. A. B. *Queritur de C. D. de placito debiti (vel) transgr' (vel) de placito Captionis & injuste detentionis Averiorum, &c.*

Effoins.

ff. J. D. *Effoin. de Sect' Cur. per A. B.*

The Proceedings in this Court are much the same as in the County-Court, as thus:

The Defendant is called in by Process of Summons, and Attachment, and Distress; where the Course is so, the Plaintiff is to declare, and the Defendant to answer, as the Case is, and the Matter put to issue, and so determined either by the Jury, or as the Custom of the Court will warrant it; as by examining Witnesses upon Oath; in which the Judges are to be guided by their Consciences; and after Judgment, the Debt or Damage so recovered

is

is to be levied of the Party's Goods, which may be sold to make good the same (of all which Proceeding there are few Practisers ignorant): But to be satisfied, see more in Dalton's Office of Sheriffs of the County-Courts.

The Effoins entred, and Plaints determined, he must then impanel the Inquest of Homage (or Jury) and swear them, the Oath he is to administer to them being as followeth, *viz.*

The Oath.

YOU shall inquire, and true Presentment make, of all such Things as shall be given you in Charge, your Companions Counsel and your own you shall keep, and you shall present the Truth, the whole Truth, and nothing but the Truth. *So help you God.*

Then swear the rest of the Homage by Four at a Time, thus:

THE same Oath that E. D. your Foreman hath taken on his Part, you and every one of you shall keep on your Parts. *So help you God.*

Of Courts-Leet,

And when the Inquest are all sworn and impannell'd, make another Oyes.

OYES: You good Men that are impannell'd, draw near, and you and all others that be present keep Silence during the Time the Charge is given.

The Charge in a Court-Baron.

Gentlemen of the Jury,

First, You shall enquire of all Persons that do owe Suit to this Court, and do make Default; and you ought to present their Names.

And you ought to observe, That all such Persons as hold of the Lord by Suit of Court, (in which Place soever they do dwell, and of whatsoever Age they be) ought to make Suit at this Court, or otherwise to be amerced.

Death of a Tenant.

Likewise you ought to enquire, If any Tenant be dead since the last Court, or before, and his Death not presented.

It is your Business to enquire, What Lands he held of this Manor, and how they were holden; and what Advantage the Lord shall have by his Death, as Relief, Escheat, or other Profits; and who is his next Heir, and of what Age.

Services

Services withdrawn.

Also you shall inform the Court, Whether any Rent, Custom, or Service, be withdrawn, and what Custom or Service it is, and in what Bailiff's Time it was withdrawn, and where the Land is, that the Lord may distrain for the Arrears; and how much the Rent is, and for how many Years it hath been withdrawn.

Lands concealed.

In like Manner you shall enquire, Whether any Lands belonging to the Lord be concealed or occupied by any Person or Persons without the Lord's Licence, and by whom; and how much Land hath been so occupied, and of what yearly Value the same is.

Escheat.

Also you shall enquire, What Tenants of the Lord are dead without Heir general or special; for in such Case the Lord shall have their Lands by Escheat.

2. Whether any Tenant, seised in Fee, be attainted of Felony by Verdict or otherwise; for in such Case, the King shall have the Year, Day, and Waste; and after, that the Lord shall have the Lands by Escheat.

3. You ought to enquire, Whether any Bastard hath purchased any Lands within
this

Of Courts-Leet,

this Manor, and hath died without Issue of his Body; for, in such Case likewise, the Lord shall have his Lands by Escheat.

Common.

Likewise you shall inform the Court, Whether any Person, that hath not Common *sans* Number, doth surcharge the Common, &c.

2. If any Person that hath Common appendant, and not appurtenant, puts in Beasts not Commonable, as Hogs or Goats; also Geese ought not to be put into the Commons.

3. Whether any Person do dig up the Common (except for Gravel for the Highway) and fills it not up again.

Mortmain.

Also you shall enquire, Whether any Tenant of this Manor hath aliened his Lands in Mortmain; *viz.* To a Bishop, Parson, Vicary or Corporation, that go in Succession, that is to say, to them and their Successors, without Licence of the King, and the Lord of the Manor; for this is enquirable, to the Intent that the Lord may make his Claim within a Year, according to the Statute.

2. Whether any such Tenant hath made any Feoffment to any Corporation, Guild, or Fraternity; or hath exchange'd any Lands with them.

Who

Who is Tenant.

In like manner you shall enquire, Whether any Tenant by Charter (*i. e.* Freeholder) hath alien'd his Land, and not given Notice thereof to the Lord; and the Alienee hath not done Fealty to the Lord, nor Suit of Court, that the Lord may know who is his Tenant; for this is Presentable, to the Intent that the Lord may know upon whom to make Avowry, and of whom to have his Services, and Escheats.

Waste.

Also you shall enquire, Whether any Termor for Years, or for Life, of any Part of the Demesnes of the Manor, hath done Waste in any House, Lands, Woods, or Gardens, that you may present them. Or,

2. Whether any Person holds two Tenements, and hath committed Waste in one of them; or if he hath taken Trees from one of them for the Use of the other, for this is Waste.

Trespass.

Whether any Person hath trespassed in the Demesnes of the Lord; as in his Corn, Grass, Meadows, Pastures, Woods, Hedges, Waters, &c.

2. Whether

Of Courts-Leet,

2. Whether any Person hath fished in his Rivers, Waters, &c.

3. Whether any Person hath hawk'd or hunted in the Demefnes of the Lord without his Licence.

Rescous.

Likewise you are to enquire, Whether any Bailiff or Officer hath made any Arrest for Rent, Custom, or Service, due to the Lord, and Rescous hath been made to him; you shall present the Names of those that made the Rescous, and where and when it was made.

Pound-breach.

You shall enquire, If any Distress hath been put into the Pound of the Lord, and hath been taken out of the same without lawful Authority; for this is Pound-breach, and enquirable.

Encroachment.

Also it is an indispenfable Duty upon you to enquire, Whether any Person hath removed or taken away any Meer-Stones Boundaries, or Stakes, between this Lordship and any other next adjacent, or between Tenant and Tenant, that you may present the same.

Comm

and Courts Baron.

29

Common inclosed.

Likewise you are to enquire, Whether any Tenant of this Manor hath (without the Licence and Consent of the Lord, and others that are Freeholders) inclosed any Lands, and keeps the same in Severalty, which ought to lie open; for this is also enquirable, because no Tenant belonging to the Lordship can (in such Case) take his Common therein.

Evidences belonging to the Lord withheld or concealed.

In like Manner you shall enquire, Whether any Person doth keep to himself, withhold or conceal, any Evidences, Court-Rolls, Rentals, or other Writings or Records belonging to the Lord of this Manor, and present the same; for this is enquirable, and presentable here.

Pains and Penalties formerly imposed, and not performed.

Also you shall enquire, Whether any Pain or Penalty formerly kept and imposed at any Court, heretofore set for this Manor to be performed or done, hath not been yet hitherto done or performed, in whom the Default is, and present his Name.

Copy-

Copyholder letting Lease of his Lands, contrary to the Custom of the Manor.

Likewise you shall enquire, Whether any Copyholder hath at any Time demised, or let by Lease, all or any of his Messuages, Cottages, Lands, Tenements or Hereditaments, which are Customary, and holden of this Manor by Copy of Court-Roll, for any longer Time than a Year and a Day, contrary to the Custom of the said Manor, without special Licence obtained by him from the Lord for doing the same; for that is a Forfeiture of his Estate to the Lord.

Alienation of a Copyhold Estate by Deed, at Common Law.

Moreover you are to enquire, Whether any Copyholder, or Tenant of any Customary Messuages, Cottages, Lands or Tenements, holden of this Manor by Copy of Court-Roll, *Hath* at any Time, contrary to the Custom of the said Manor, aliened his said customary Lands and Tenements, or any Part or Parcel thereof, unto any Person or Persons whatsoever, by Deed (at Common Law) of Lease and Release, Bargain and Sale enrolled, Feoffment with Livery of Seisin thereupon, or otherwise, without Surrender, according to the Custom of the Manor; for this is also a Forfeiture

seizure of his Copyhold Estate to the Lord of the Manor, and enquirable here.

Exchange of Copyhold Land, for Lands holden by Deed at Common Law.

Likewise you shall enquire, Whether any Copyholder, or Tenant of any Customary Lands, Tenements or Hereditaments, holden of this Manor by Copy of Court-Roll, *Hath* at any Time, contrary to the Custom of the said Manor, exchanged, or made Transmutation of the Possession of such his Copyhold, or customary Lands and Tenements, or any Part or Parcel thereof, unto any Person or Persons whatsoever, for Lands or Tenements holden by Deed at Common Law, or *à contra*, whereby the Lord may have Disadvantage in amending the one, and impairing the other ; for this is enquirable here.

Cutting down Timber-Trees, without Licence from the Lord.

Also you shall enquire, Whether any Copyholder, or Tenant of any Customary Lands, Tenements or Hereditaments, holden of this Manor by Copy of Court-Roll, *Hath* at any Time, contrary to the Custom of the said Manor, cut down any Tree which is Timber, without Licence obtained by him from the Lord of the Manor for so doing; for this is also a Forfeiture of his Copy-

Of Courts-Leet,

Copyhold Estate to the Lord of the Manor,
and enquirable here.

Lopping and Topping Timber-Trees at unseasonable Times.

In like Manner you shall enquire, Whether any Copyholder or Tenant of any Customary Lands, Tenements, or Hereditaments, holden of this Manor by Copy of Court Roll, *Hath* at any Time, contrary to the Custom of the said Manor, lopped or topped any Timber-Trees, or other Trees belonging to his Copyhold, at unseasonable Times, whereby the said Trees may decay and die; for this is also a Forfeiture of his Copyhold Estate, and enquirable here.

Suffering Houses to decay, and fall down, for want of Repairs.

Also you shall enquire, Whether any Copyholder or Tenant of any Customary Lands, Tenements, or Hereditaments, holden of this Manor by Copy of Court Roll, *Hath* at any Time, contrary to the Custom of the said Manor, permitted or suffered any Copyhold or Customary Messuage or Tenement, Cottage, Barn, Stable, Brew house, Malt-house, or other Edifice or Building, to decay or fall down, or shall not repair the same, but suffer them, any or either of them, to be uncovered, by
I which

and Courts-Baron.

88

which Waste is committed; this is likewise a Forfeiture of his Copyhold Estate, and enquirable here.

Who died seised since last Court, and who is next Heir.

Likewise, you shall enquire, Whether any Copyholder, or Tenant of any Customary Lands, Tenements or Hereditaments, holden of this Manor, by Copy of Court-Roll, according to the Custom of the said Manor, *Hath*, at any Time since the last Court, *died* so seised thereof, and of what Estate he died so seised, and who is his next Heir, and of what Age; that the Lord may have his Fine, Rent, and other Services secured to him, and the Heir be admitted Tenant.

Who surrendered his Copyhold since last Court, and to whom.

Moreover, you are to enquire, Whether any Copyholder, or Tenant of any Customary Lands, Tenements or Hereditaments, holden of this Manor, by Copy of Court-Roll, according to the Custom of the said Manor, *Hath*, at any Time since the last Court, surrendered any Copyhold Estate into the Hands of the Lord's Bailiff, or into the Hands of any of the Copyholders, or Customary Tenants of the said Manor, to the Use of any other Person: For upon every such Surrender the Lord
D ought

Of Courts-Leet,

ought to have a Fine, and the Parties, in whose Hands the Surrender was made, ought to come to the next Court, and present the same Surrender for taken, and put the same into the Hands of the Lord, to the Use of the Alienee, that is to say, to the Use of him to whom the Surrender was made; or otherwise, such Person that took such Surrender forfeits his Copyhold, for not bringing in the same, and done what in him lies to make the Lord lose his Fine, as also to disinherit him to whose Use the Surrender was made.

Corollary.

Lastly, You shall enquire, If all the Defaults and Complaints that were presented at the last Court, were sufficiently redressed, or not; and if all the Laws and Orders you formerly made, are observed and kept: And you shall also enquire of all other Things which you think convenient to be enquired into.

And so you may go together, and enquire of your Charge, &c.

Another

Another Form of Charge.

Preamble.

Gentlemen of the Jury,

THE Lord of this Manor has thought fit to appoint me his Steward to keep this Court here; whereby (though I am at present a Stranger to you, and to the Customs of this Manor) it now lies upon me to acquaint you with what is your Duty; wherein, if I shall in any Particular misinform you, whom I am very well satisfied have a perfect Knowledge of your Business in this Place, and what is here Enquirable into and Presentable, I must desire you to remember, That it is impossible for me to understand all the particular Customs of this Manor, without some longer Acquaintance with it.

Charge.

The Charge I shall give you shall be short, consisting only of the Heads of those Things which are generally enquired into, and presented in most of the Courts-Baron of this Realm, and as I am informed in this Court-Baron.

Suit:

First, You are to enquire of all Persons that owe Suit to this Court, and make De-

D 2

fault;

Of Courts-Leet,

fault, and you ought to present their Names; for all such Persons as hold of the Lord by Suit of Court, wheresoever they live, or of what Age soever they be, should attend here, or be amerced.

You are to enquire of all manner of Alienations, whether the same be by Death, or by Surrender.

Death of Tenants.

If any of the Tenants is dead since the last Court, or before, and his Death is not presented, you ought to enquire what Lands he held of this Manor, and how the same were holden, and what Advantage the Lord has by his Death by Relief, Escheat, or otherwise, and who is his next Heir, and of what Age he is.

Surrenders.

If any Copyholder of this Manor, since the last Court, hath surrendred any of his Copyhold Lands, holden of this Manor to the Use of any other Person, by the Hands of other Copyhold Tenants; every such Surrender, whether absolute or conditional, must be presented at the Court; otherwise they who have taken such Surrender forfeit their own Copyhold.

Lands and Services concealed.

Also, if any of the Lord's Lands, Customs, Rents, Services, Franchises, Royalities or Evidences, be concealed or withheld from him without his Consent, by whom, and what it is, and how long it hath been withheld.

Incroachment.

Also, if any Incroachment be made upon the Lord's Land, or upon the Common, without Licence of the Lord.

Trespass.

Also, if any Trespass is made upon the Demesnes of the Lord; or if any Tenant take away his Hawks, Wood, Fish, Fowl, and the like; or Hawk or Hunt in his Manor without his Leave.

Who is Tenant.

Also, if any Tenant have aliened their Lands without Notice to the Lord, and when, what, and to whom, and what is due to the Lord thereby by the Custom; for the Lord must know who is his Tenant, that he may know of whom to expect his Service.

Also, if any Tenant have committed any Forfeiture. Freeholders may forfeit by

Of Courts-Leet,

committing Felony; in which Case, after the King hath his Year and a Day, the Lord is to have his Land. Also, if a Freeholder aliens his Land in Mortmain, that is, to a Bishop, Parson, Vicar, or Corporation, where there is a Succession, viz. to them and their Successors, without Licence of the King and the Lord; this is likewise a Forfeiture.

As to the Copyhold Tenants, they may forfeit, by committing Felony, doing Waste, letting Houses fall, or be very ruinous by Want of Repair; or if a Person have two Copyholds, and impairs one to amend the other, by cutting down or marring Timber contrary to the Custom, by passing or letting their Land by Charter or Deed; for must be by Surrender, by letting for longer than a Year and a Day without Licence according to the Custom: By not paying his Rent, or performing his Services, as Service of Court, and the like; especially if he deny and refuse it: If any Rescue or Pouchbreach be made of a Distress taken by the Lord, or his Bailiff, within the Manor, for any Rent or Service due to the Lord; if any remove ancient Bounds between Lord and Tenant, or one Lord or another, or between Tenant and Tenant, and many other Ways, he may forfeit his Copyhold.

Common.

Next, I shall put you in Mind of some Things you are to enquire into, which con-

cern the Benefits of the Tenants; namely, You are to enquire if any take Common that hath no Right to it, or having Common keep more than his Number, or the Quantity of his Land, or chase and rechase between two Farms in two Parishes, or put in Cattle not Commonable; or inclose, dig, build upon, or otherwise abuse and oppress the Common, without Licence of the Lord, or any Tenant inclose the Land which ought to be in Common.

Conclusion.

Lastly, You are to enquire of all other Things (though not mentioned by me) which you know in your Consciences to appertain to your Charge, and that ought to be enquired into. This, Gentlemen, is all I shall at present say; so you may depart, and consider of your Charge.

Tenant's Death.

If any Tenant's Death be presented, and the Heir comes not in, then the Crier is to make Proclamation, and say, If any one can make any Title or Claim to the Copyhold Lands and Tenements holden of this Manor, of which *A. B.* died seised, Let them come in, and they shall be received, or else the same will be seized in the Hands of the Lord of the Manor for Want of a Tenant. This is the 1st, (2^d, or 3^d) Proclamation.

Of Courts-Leet,

Surrenderer.

✧ After Three Courts you may seize.

So likewise, if the Surrenderer comes not in, then you are to make Proclamation, and say, *A. B.* come into Court, and be admitted to the Copyhold Land and Tenements, holden of this Manor, which were surrendered to the Use of you and your Heirs, (or as the Surrender is) or else the same will be seized in the Hands of the Lord, &c.

Admittance.

— If any come to be admitted, you are to examine what Claim they pretend; whether Heir at Law, Devisee, Purchaser, or otherwise, and draw short Minutes of the same for your Memory, to draw it afterwards up in Form; and upon your Admittance you are to repeat how the Title stands. As for Example: If one that is Heir come to be admitted, you take hold of one End of a Rod, and he that is to be admitted, on the other End; and you must say, Whereas at this Court (or before) the Homage presented, That *A. B.* Copyhold Tenant of this Manor, before this Court, died seized of certain Copyhold Lands and Tenements, holden of this Manor, and that you *C. D.* is his eldest Son and Heir, (or only Son and Heir, or Brother and Heir)

Heir) as the same is. Whereupon you come into Court, and crave to be admitted Tenant to the Premises.

The Steward's Admission of a Tenant.

The Lord of this Manor, by me his Steward, doth hereby deliver you Seisin by the Rod, and admit you Tenant to the Premises (that is to say) to one Messuage, &c. and this is to hold to you and your Heirs at the Will of the Lord, by the Rents, Customs, and Services therefore due and accustomed; you paying your Fine, and performing your Suits and Services.

The Oath of Fealty.

Then you swear him Fealty thus: You A. B. do swear, that you will be faithful, and Fealty bear to the Lord of this Manor, for the Lands and Tenements that you claim to hold of him; that you will from Time to Time pay, perform, and do the Rents, Customs and Services therefore due and accustomed, and at the Times assigned. *So help you God.*

☞ Fines upon a Discent (unless certain, as in some Manors) are a Year and a half's Value of the Land; but upon a Purchase, commonly two Year's Rent.

☞ Before Admission, every one admitted must pay the Arrears of Rent, or else the same is lost.

There

Of Courts-Leet,

There are likewise Freeholders as well as Copyholders, and they for such Freehold Lands must make a Recognition to this Effect:

Acknowledgment of the Tenant.

You *A. B.* do acknowledge to hold of the Lord of this Manor, by Fealty, Suit of Court, and the yearly Rent of 4 *s.* one Messuage, &c. which you claim by Right of Inheritance, as Son and Heir of *C. B.* your late Father deceased.

And then swear him Fealty.

☞ Copyholders may be admitted, and Freeholders make their Recognition by Attorney, as well as in Person.

In Recognitions, if by Discent, the Tenant pays the Lord Relief, that is, a Yearly Quit-Rent; but otherwise on Purchase.

The next Thing will be to know the Fees, which are commonly different in most Manors; but this is the *Medium*.

The Fees.

	<i>l.</i>	<i>s.</i>	<i>d.</i>
For Entry of every Conditional Surrender	}	0	2
For every Acknowledgment of Satisfaction		0	1

In Admissions.

	<i>l.</i>	<i>s.</i>	<i>d.</i>
Reciting every Proclamation —	0	6	6
Reciting a Will and Surrender } to the Use of the same —	0	6	8
<i>Admiss. Cop. & Entr.</i> commonly } according to the Length of the } Parcels, if an ordinary Length, }	0	13	4
Surrender to the Use of a Will —	0	2	0

Feme-Covert.

A Feme Covert cannot pass a Surrender but by the Steward or Lord's Hand, and she must be privately examined, *viz.* That you are free and willing that the Lands and Tenements in this Surrender contained should be conveyed to *C. D.* and his Heirs, (or as the Surrender is) and this is without Compulsion of your Husband.

The Fees of which is — 6 *s.* 8 *d.*

And taking the Surrender — 3 *s.* 4 *d.*

But amongst Parcels of Land, you will find some *Ac etiams* or *Nec nons*; you must remember, that is a Distinction that have been formerly in several Copies, and several People's Lands, and for every of these you are besides the *Adm. Cop. & Entr.* to have ———— 6 *s.* 8 *d.*

When

When all Business is done:

Oyes; (and let the Crier repeat after you, viz.) All manner of Persons that have any Thing more to do at the Court here this Day holden and kept, let them come in, and they shall be received; otherwise they may depart this Time, and give their Attendance upon a New Summons.

The Method of making up a Rental of a Manor.

A Rental of the Manor of S—— for one Year, ended at the Feast of St. Michael the Archangel, in the Year of our Lord, &c. as followeth, viz.

J. R. Gent.

For Two Messuages, or Tenements, and Fifty Acres of Land, } s. d.
Meadow and Pasture, lying } xiii. iiij.
in B. ————— }

T. K. Gent.

For one Messuage or Tenement, } ii. vi.
and certain Lands in, &c. — }

So set down as many as be in this Form.

In all, &c.

I would not willingly fill this Treatise with needless Repetitions; but for the sake of such Persons as shall have Occasion, I have here inserted a Table of such Precedents as may be useful, and found in our Books of Precedents.

Grants of Stewardships.

A Grant of the Stewardship of a Manor during Pleasure. *Book of Instruments*, p. 148.

Idem Ars Clericalis, Part I. p. 189.

A Grant of the Stewardship of a Court during Life. *Book of Instruments*, p. 218.

Idem Compleat Conveyancer, p. 145.

Letters of Attorney.

A Letter of Attorney for an Under-Tenant to appear at the Manor-Court, and there to do Suit and Service to the Lord of the Manor. *Book of Instruments*, p. 61.

A Letter of Attorney to appear at a Court, and take Admittance unto Lands surrendered. *Book of Instruments*, p. 62, 69.

A Letter of Attorney to surrender and sell Copyhold Lands. *Book of Instruments*, p. 69.

A Letter of Attorney to appoint a Steward and Bailiff of a Manor, and to keep Courts. *Scrivener's Guide*, p. 73.

Of Courts-Leet,

A Letter of Attorney to surrender Lands to the Use of a Will. *Scrivener's Guide*, p. 70.

A Letter of Attorney to take Admittance of Copyhold Lands, and after Admittance to surrender. *Scrivener's Guide*, p. 89.

Surrenders.

A Covenant to surrender Copyhold Lands. *Modern Conveyances*, p. 137.

A Surrender of Copyhold Lands, conditional by the Hands of Two Customary Tenants out of Court. *Ars Clericalis*, Part II. p. 603.

A Surrender of Copyhold Lands made into Tenants Hands. *Ars Clericalis*, Part II. p. 604.

A Surrender of Copyhold Lands made in Court before the Steward, and the Examination of the Wife. *Ars Clericalis*, Part II. p. 605.

A Surrender of Copyhold Lands by Way of Mortgage for Payment of Money. *Ars Clericalis*, Part II. p. 606.

Surrender of Copyhold Lands in the Court, with Admission of the Tenant accordingly. *Ars Clericalis*, Part II. p. 607.

A Preamble of a Covenant (in Nature of a Mortgage) upon Surrender of Copyhold Lands. *Ars Clericalis*, Part II. p. 686.

Recoveries.

A Covenant to suffer Recovery in a Court-Baron. *Scrivener's Guide*, p. 239.

To suffer a Recovery in a Court-Baron by Plaintiff. *Ars Clericalis*, Part I. p. 340.

Other Precedents relating to Copyhold Estates.

A Bargain and Sale of Copyhold Lands. *Ars Clericalis*, Part II. p. 398.

A Bargain and Sale of Copyhold Lands, &c. with Covenants of Assurance. *Ars Clericalis*, Part II. p. 401.

A Feoffment of Freehold, and to surrender Copyhold Lands. *Bridgman*, p. 31.

An Indenture of Covenants upon Contract on Purchase of a Copyhold, where part of the Purchase-Money is paid, and the Purchaser to be at Liberty to proceed in the Purchase. *Scrivener's Guide*, p. 34.

Covenants for purchasing the Equity of Redemption of Copyhold Lands mortgaged. *Scrivener's Guide*, p. 36.

A Declaration of Trust, upon admitting Two Lives into a Copyhold, with necessary Covenants. *Scrivener's Guide*, p. 28.

A Bond to surrender Copyhold Lands, wherein the Obligor is admitted in Trust for the Oblige. *Scrivener's Guide*, p. 124.

A Bond to pay 40s. more for a Fine on Admittance to a Copyhold, if the Lord have not another Fine for Admittance of the same Lands within Three Years. *Scrivener's Guide*, p. 127.

Of Courts-Leet,

A Release of a Copyhold Estate. *Scrivener's Guide*, p. 339.

A Settlement before Marriage of a Copyhold Estate, where (according to the Custom of the Manor) there is a dead Year after the Death of every Tenant. *Scrivener's Guide*, p. 407.

COURTS

Of

F
Ba
cul
an
Co
ron
Fo
me
nee
tou
vifi

Th
had
(i.
tain
tain
to

COURTS-BARON,

AND

Copyhold-Courts.

Of Manors, their Antiquity, Definition and Division.

HAVING before treated in General of Courts-Leet, I now come to Courts-Baron, wherein I intend to be more particular, especially for that many Things annex'd, as Accidents and Appendances to a Court-Leet, do also belong to a Court-Baron; but seeing a Manor is generally the Foundation of both Courts, and is the immediate Cause of a Court-Baron, it will be necessary to premise some few Observables touching the Antiquity, Definition, and Division of Manors.

As to the Antiquity of Manors, we find, That the ancient King's of this Realm, who had all the Lands of *England* in Demesne, (*i. e.* in their own Hands) did grant a certain Compass or Circuit of Ground to certain Lords and great Personages, with Liberty to Parcel the Lands out to other inferior Tenants,

Of Courts-Leet,

nants, reserving such Duties and Services as they thought fit; with Power to keep Courts, wherein they might redress Misdemeanors and Nuisances within such their Precincts, and punish the Offences of their Tenants, and debate and decide Controversies of *Meum & Tuum* between them: The said Lords performing such Services, and paying such Rents, &c. as the said Kings reserv'd by such their Grants and Donations.

And these Grantees being formerly great Lords and Noblemen, were called Barons, and came to Parliament, and from thence the Courts so granted are called Courts-Barons, as also the Grantees are called Lords, and the Lands granted are called Manors or Lordships to this Day; tho' in Process of Time, by Grants and Conveyances from such Noblemen and Barons, these Lordships or Manors came into the Hands of Knights and ordinary Gentlemen by Purchase, &c. and thus we find 'em at this Day.

For the Etymology of the Word *Manor*, some derive it a *Manendo*, to dwell or reside, and then it is either from *Mansio*, the Manor-House where the Lord resides, or *quia Dominus ac Tenentes (vel Residentes) super Terras suas manent ac cohabitant*: Others derive it a *Manuario quia labore Manuum utitur*, from manuring the Ground: But others say, it comes from the French Word *Mesner*, to manage or govern, because the Lord had the Management and Government of the Tenants within such his Jurisdiction.

A Manor anciently was thus described, viz. *Manerium est Feodum Nobile, partim Vassalis (i. e. Copyhold Tenants) concessum ob certa Servitia reddita, partim Domino in usum Familiae suae, cum Jurisdictione in Vassallos ob concessa prædia reservatum.*—Terras quæ Vassallis conceduntur dicimus Tenementales, quæ Domino reservantur Dominicales, Totum vero Feodum Dominicum appellatur, &c.

This Description much resembles the Definition of a Manor at this Day: For a Manor is a Lordship or Territory, with a Court by Prescription, at which the Tenants of the same do Suit and Service, the Lands whereof are partly in Demesne, and partly in Tenure.

So that a Manor consists of Demesnes, Tenants, Services, and a Court-Baron, and must be Time out of Memory, for a Manor cannot be made at this Day, because a Court-Baron depending upon Custom cannot now be made, which Court is the chief Prop and Pillar of a Manor, for no sooner doth that fail, but the Manor falls to the Ground.

Upon the first Creation of Manors, the Lords took as much Land as was necessary for their own Use into their own Hands, which was called Demesnes, and they distributed as much as they thought convenient among their Tenants, and the Residue was called the Lord's Wastes, because neglected by the Lord.

Of Courts-Leet,

Court-Baron incident to a Manor.

A Court-Baron is incident to a Manor, and a Manor cannot be without a Court-Baron, and Suitors or Freeholders, Two at the least: For if all the Freeholds (except one) escheat to the Lord, or if he purchase all (except one), there his Manor is gone, for that it cannot be a Manor without a Court-Baron, and a Court-Baron cannot be holden but before two Suitors at the least. A Court-Baron is incident to a Manor, as a Court of Pypowder to a Fair. By the Grant of a Manor *cum pertinentiis*, the Court passeth; and a Man cannot grant his Court, without a Grant of the Manor: But he may grant the Profits of his Court, without granting the Manor. 1 *Brownl.* 175. *Brown's Case.*

To be held within the Manor, unless by Special Order.

The Court-Baron must be holden within the Manor, for if it be holden without the Manor it is void, unless a Lord being seized of Two or Three Manors hath usual, Time out of Mind, kept at one of his Manor-Courts for all the said Manors, then by Custom such Courts are sufficient in Law, albeit they are not holden within the several Manors, 1 *Inst.* 58. a.

Of

Of a Customary Manor.

There may be a Customary Manor held by Copy, and such a customary Lord may keep Courts and grant Copies, 11 Rep. Nevil's Case. Cr. Jac. 260. *contra*. For you must note, There are Two Sorts of Courts-Baron, one at Common Law, incident to every Manor, and is of Freeholders, and the Freeholders are Judges. There is also a Customary Court, consisting of customary Tenants, for without them it cannot be, and this Court may be holden without free Tenants, or other Suitors, (except Copyholders) and of this Court the Lord or his Steward is Judge, 1 Inst. 58. And when the Court-Baron is of this double Nature, the Court-Rolls contain Matters appertaining to both.

Two Sorts of Courts-Baron.

Also a Manor may be Copyhold, and held of another Manor by Copy of Court-Roll; and if such a Copyhold Manor be granted, the Grantee and his Heirs may hold a Copyhold-Court within the said Manor, without any Special Grant of such Court: For of common Right a Court-Baron or Copyhold-Court is incident to every Manor.

Court for Copyholders.

When the Lord of a Manor having many ancient Copyholds in a Vill, grants the Inheritance of all his Copyholds to another, the Grantee may hold Courts for the custo-

Who may
keep a Copy-
hold-Court.

mary Tenants, and accept Surrenders, and make Admittances, and Grants; for altho' this is not a Manor in Law, because there want Freeholders, yet there may be holden a Court for Copyholders; and the Lord or Steward is Judge; and as the other being a Court-Baron may be called the Freeholders-Court, this may be called the Copyholders-Court; and so if all the Freeholds do escheat, or if the Lord release the Tenures and Services of all his Free Tenants, yet the Lord may hold a Customary Court for all his Copyhold-Tenants: So if the Lord demise all his Lands granted by Copy to another for a Thousand Years, such Lessee may hold Courts for the Copyholders, 4 Rep. 26. *Melwich's Case*. These Number of Copyholds may support a Custom, but a single Copyholder cannot hold a Court.

Tenant at Will of a Copyhold-Manor may grant Copyhold-Estates, but cannot keep Courts.

If Guardian in Socage keeps Courts in his own Name, and grants Copies, it is good, and shall bind the Heir. *Cr. Fac.* 55. 98. *Shopland* and *Ruder*.

Honour.

The Lord himself may grant or make Admittance out of the Manor at what Place he pleaseth, but so cannot the Steward, 4 Rep. 26, 27. *Molineux*. But, as was said before, by Custom the Court may be held out of the Manor, and Grants and Admittances there made be good. An Honour consists of many Manors, yet all the Courts are distinguished, and have several Copyholders;

holders; and tho' there is for all the Manors but one Court, yet are they *quasi* several and distinct Courts, and so it was usually in the Time of the Abbots, they kept but one Court for many Manors. *Cr. Car.* 361. *Se-gord and Hone.* 11 *Rep.* 12, 18.

How often Courts-Baron are to be kept.

The usual and accustomed Time is to keep this Court every Three Weeks; but tho' no Court, Time out of Mind, hath been holden within the Manor, yet it is not thereby extinct and lost, for it is incident to a Manor of common Right, 4 *Rep.* 26.

In a Court-Baron,

The Lord is Chief to command and appoint, and he is sometimes Chancellor in Cases of Equity.

The Steward to direct and record.

The Freeholders to assize and adjudge Amerciaments, and to return and certify Judgments.

The Copyholders to inform Offences committed against the Lord within the Manor, and to present such Things as shall be given in Charge by the Steward.

The Bailiff to execute the Process of the Court, and to make Return into the Court of the Execution thereof.

Of Courts-Leet,

Courts-Baron ordained for Three Ends.

1st. These Courts-Baron were ordained to adjust Differences between Lord and Lord adjoining.

2^{dly}. To keep Rest and Quietness between Lord and Tenant, that the Lord should permit the Tenant to enjoy, paying his Rent, and performing his Services, and that the Tenant should not wrong the Lord by withdrawing his Rents, Customs, or Services.

3^{dly}. To set Things right between Tenant and Tenant, as if any particular Wrong, as *Debt, Trespass, &c.* be under 40 s. here is the Place of Redress for it. The Proceedings wherein, *vide post.* and every publick Trespass and Offence must be punished by Amerciament, which must be presented by Men sworn in the Court.

The Differences between a Court-Leet and Court-Baron are,

1. Courts-Baron are inseparably incident to a Manor, so that every Lord of a Manor may keep a Court-Baron; but few have Leets, without special Prescription, or some special Patent from the King.

2. In Courts-Baron the Suitors are Judges, but in Courts-Leet the Steward is Judge.

3. Courts-Baron are kept once every Three Weeks; but Courts-Leet, by the Statute *Magna Charta, cap. 35.* are to be kept but twice every Year, one Time within a Month

Month
in a M

4.
Place
by the
be kep
Precin

5. C
Suitors
fill wi

6. C
commi

Leet i
Treasor
Dignity

7. C
Lords o
the Kin

8. A
given in
Baron:

in a Co
by Goo

9. In
for the
Judges;

not ma
his Stev

10. T
Present
which r

If a
Leet, if
peeled,
Present

Month after *Easter*, and another Time within a Month after *Michaelmas*. *Vide ante*, p. 2.

4. Courts-Baron may be kept in any Place within the Manor; but a Court-Leet, by the said Statute of *Magna Charta*, is to be kept *in certo Loco ac determinato* within the Precinct.

5. Courts-Baron cannot subsist without two Suitors at least; but Courts-Leet can well subsist without any Suitors.

6. Courts-Baron inquire of no Offences committed against the King; but Courts-Leet inquire of all Offences under High-Treason, committed against the State and Dignity of the King.

7. Originally Courts-Baron belonged to Lords of Manors; but Courts-Leet belong to the King only.

8. A Writ of Error lies on a Judgment given in Courts-Leet, but not so of a Court-Baron: So in a Court-Leet a *Capias* lies; but in a Court-Baron, a Distress or Attachment by Goods.

9. In a Court-Baron, Action of Debt lieth for the Lord himself, because the Suitors are Judges; but in a Court-Leet, the Lord cannot maintain any Action for himself, because his Steward is Judge.

10. This Court may take a Verdict or Presentment of less than Twelve Jury-men, which the Court-Leet cannot.

If a Thing be presented at the Day in a Court-Leet, if it pass that Day without being repealed, it stands for ever; therefore if a false Presentment be made, the Party shall have an

Presentments
in Courts-
Leet.

Of Courts-Leet,

an Action the same Day against the Prosecutors; but if he stay till another Day, otherwise, and he is put to his Writ Error.

Traversing Presentments.

In some Cases, the Law admits the Party to traverse; but in most Cases not, *Dyer*. If one be presented in a Court-Leet for Bloodshed, or any other personal Wrong, this Presentment is not traversable, but the Party is without Remedy therein, though the Presentment be false, and the Matter of it untrue, because no Process is there available against the Party to call him to answer; but the Party may remove the Presentment into the King's Bench, and there he may traverse it: But if the Presentment touch Freeholds, as Purprestures, Nuisances, &c. he may traverse.

He who is amerced in a Court-Leet, may traverse the Resiency.

Council prayed to discharge a Constable chosen by three Justices of the Peace in the Parish of *Homeby*, because it is a Place desolate, and Warrants there executed by the Bailiff of the Hundred of *Nobottle-Graze* *sed non allocatur*, for the Justices of Peace have Power to elect Constables of Hundreds or particular Parishes, as *Custodes Comitatus*, where there is no Leet or particular Posse in the Lord of a Manor to choose, as in the Lord *Wentworth's* Case, 1 *Bulst.* 174. w

elects in Hackney and Stepney, and here no Leet appears, nor other Right to choose, 21 Car. 2. B. R. *the Case of Terrey and Furnese.*

27 Aff. p. 6. It was presented in a Leet, that J. N. had inclosed such Lands which ought to lie in Common for all the Inhabitants of a Vill, &c. *ad commune nocumen- Inhabitant' ville prædict'*, and this Presentment was adjudged void; for this is a private Tort to the particular Inhabitants of a Vill, and no publick Common Nuisance: *Umberton and Burton's Case* was in *Replevin*, Defendant made Conusance as Bailiff to *Foulk Grevill*, for that he had a Leet within his Manor of D. and that at such Court the Plaintiff was amerced for putting his Geese upon the Common there, and that Amerciament distreined; and because it was not shewed that the Common was within the Leet, as also because the Court held that it was not any Article inquireable in a Leet, nor punishable there, it was judged *pro Quer'*, Cr. Eliz. 448. Presentment for surcharging a Common is not good, *Rolls Abr.* 81. *Bere and Storer.*

A Presentment is for enclosing a Croft, in which the *Gents del Vill* have Common, in Annoyance of all the People of the said Vill, not good, for an Affize lieth.

Of the Authority of the Lord, and the Steward.

Of the Lord. The Lord's Authority consists chiefly in Four Things:

1. In punishing Offences and Misdemeanors committed within the Precincts of his Manor; as, for Breach of By-Laws, Non-performance of Customs and Services, not discharging Duties, Offices, &c.

2. In deciding Controversies about the Title of Copyhold Lands within his Manor: And when he sits in Court to end Debates of this Kind, he is not tied to the strict Form of the Common Law; for he is a Chancellor in his Court, and may redress Matters by Equity upon a Bill exhibited: As for Instance;

If I surrender a Copyhold to the Use of a Stranger, upon Trust or Confidence that such Debts being by me discharged, he shall surrender back this Copyhold, and I pay the Debts, and he refuses to make the Surrender: Now at Common Law I am left Remediless, this being a bare Confidence, and no Condition; but upon a Bill exhibited in the Lord's Court, I shall be relieved; for the Lord upon Proof of the Matter may seize the Copyhold, and readmit me according to the Effect of the said Confidence.

3. In admitting to Copyholds: And in this customary Power the Lord doth somewhat exceed the Steward; for the Lord may make Admittances either upon voluntary Grants,

or upon Surrenders, or upon Descents, in any Place out of the Manor; whereas the Steward can only make such Admittances within the Manor.

4. In giving Licence to Copyholders to alien by Deed, which the Steward cannot do but by express Words in his Patent, or by special Authority given him by the Lord, or by some particular Customs warranting the same.

All Stewards of Courts are either by Deed, or without Deed; for one may be retained to keep his Court-Baron and Courts-Leet without Deed, and that Retainer shall continue till he be discharged, 1 *Inst.* 61. 6. 4. 27. 30. and such Stewards may take Surrenders of customary Tenants of Courts, 4 *Rep.* 30. *See Lady Holcroft's Case*, [but the Custom must warrant it. *Note*, A Difference between a Steward of a Manor, and a Steward of a Court; Stewards of a Manor may take Surrenders in any Place, 1 *Leon.* p. 227. *Blacove and Wood*. The Steward may make his Precept by Word to the Bailiff to discontinue.

In all Actions real which concern Lands, the Suitors are the Judges; and therefore the Steward is Judge in a Court-Leet, and in the Court-Baron the Suitors.

A Steward appoints his Deputy to keep the Court *ad Tradendum* Copyhold Land to be held for Life; the Deputy commands *A.* his Servant to keep Court, and grant the said Land, and the Custom found did not extend further

Of the Steward.

Steward makes his Deputy what he may act.

ther than the Deputy; though a Deputy cannot transfer his Authority over, being an Office of Trust; yet *per Cur'*, to take a Surrender, and grant Land by Copy, is not any judicial Act; and the admitting a Copyholder is not any judicial Act, for there need not be any Suitors there, who are the Judges, and such a Court may be holden out of the Precincts of the Manor, and the Grant is good, especially if the Lord of the Manor agree to it afterwards, 1 Leon. 286. Lord Dacre's Case, one is made Steward *ad exequendum per se vel sufficien' deputat' suum*, J. make A. his Deputy *hac vice* to take a Surrender, & *ad ulterius faciend'*, &c. it's a good Deputation; and though the Authority was to take the Surrender absolute, and he takes a Surrender upon Condition, yet it's good by reason of these Words, *Et ad ulterius faciend'* Cro. El. p. 48. Randol's Case.

A Stewardship was granted to A. to execute the Office *per se vel sufficien' deputat' suum*. A. made a Deputation to M. *ad capiend' unum sursum redditionem*, of J. W. and J. his Wife, and to examine J. *ea intentione* that the said J. W. and J. might take the Estate back for their Lives, the Remainder over to T. B. in Fee; M. took two several Surrenders from the Husband and Wife, the Remainder to J. B. in Fee, upon Condition to pay a certain Sum of Money. And *per Cur'*, the Proceedings are well warranted by the Deputation aforesaid. 1 Leon. 286. Burges's and Foster.

If the Surrender and Regrant is enter'd in the Roll of the Court, dated to be holden the Second Day of *May*, and the Deputa-
tion bearing Date the Third Day of *June*
after; *per Cur'*, this Misentry of the Date of
the Court shall not prejudice the Parties, for
this Entry is not Matter of Record. *Id. ibid.*
23. 69.

An Infant is not capable of the Stewardship
of a Manor. *March 41.*

A Baron and Feme, Copyholder in the Right
of his Wife surrenders out of Court into
the Hands of the Steward, and she was ex-
amined by him; and it was not proved that
she was Steward by Patent, nor any special
Custom to warrant it, and yet good. *Cro.*
526. Swithen and Cage.

The King's Copyholder is attainted of Fe-
felony, whereby his Copyhold escheats: The
Steward may grant this over *ex Officio*, with-
out any special Grant, for the Custom of the
Manor warrants the Steward of the Manor
at the Time being to grant it, and the
Custom binds the King, his Heirs, and
Successors; but though he may by the Law
do this, yet his Duty is, before he makes
such Grant, to inform the Lord Treas-
urer of *England*, Chancellor, and Barons of
Exchequer, or any of them, for his better
Direction. *4 Rep. 30. Harris and Foye.*

And in the same Case it was resolved, King's Audi-
tor not to ap-
point Ste-
wards.
that the Auditor or King's Receiver had
Power to retain afterward to hold the
King's Courts. And this Case is reported
in *Cro. El. 699.* the King's Auditor and
Surveyor

Surveyor for the County of N. appointed a Steward for one of the Manors, *illa vice* he kept Courts, and granted Copyholds, &c. Their Appointment is not good, they have no Authority to appoint Stewards, the Court being to take Accounts, and the other to survey Land, and the Grant is not good, they ought to have Letters Patents of the Office of Steward. Things of Necessity done by a reputed Steward are good, and they come in by Presentment from the Jury of Necessity, are good, as the Admittance of an Heir upon a Presentment or Admittance by a Surrender to an Use; but Acts voluntary, as a Grant of a Copyhold, &c. is not good. *Ibid.*

If the Steward diminishes the ancient Rents and Services. it's a void Copy.

If a Lord command the Steward, that he shall not grant such Land by Copy; if he grant it, it's void.

Copyholders moved the Court, That the Steward might be ordered to bring in the Court-Rolls, to enable him to defend his title; but the Court denied it. *Stiles 128.*

As to the Stewards Authority of assessing Fines, *vide post. Tit. Fines.*

Of Actions in a Court-Baron.

Upon Affidavit, that the Debt was about 40*s.* and divided into several Actions in the Court-Baron, the Court awards a Prohibition and Attachment, *Pasch. 14 C. B. R.*

In Action upon the Case it was excepted in Arrest of Judgment, that the Count is, That whereas in *Cur' Manerii de B.* the Plaintiff was Pledge for the Defendant, he was forced to pay, &c. which is ill, that being to be intended in a Court-Baron, where Pledge is not requisite, *sed non allocatur*, for it may be the King's Court, altho' it be the Court of the Manor, as *Southwark*. 2. It's said the Plaintiff became Pledge, in *placito debiti*, and so it may be only for Appearance; *sed Cur' contra*, for no Plea can be till after Appearance, and so it must be intended to pay the Condemnation. And altho' no Pledges be requirable, yet if in Fact it be required, and the Pledge suffer, he may thereby recover, *Pasch. 16 Car. 2. B. R. Nicoll. and Killigrew.*

Condition (in Debt on Bond) to appear to an Action split in a Court-Baron, and answer the Costs and Condemnation by a Day; the Defendant on Oyer pleaded, 23 *Hen. 6. c. 10.* that he was attached by his Goods by Process out of the Court, and detained till by Procurement of the Bailiff he enter'd into the said Bond to him. The Plaintiff demurs; for this Process is only for Attachment of Goods, and not by Arrest of the Party, and so the Party is not in Danger of Imprisonment, and the Statute is made for Safety of Mens Persons, not of their Goods. *Per Cur'*, The Clause, that all other Bonds should be void, related only to the former Clause to such as are in Prison; and yet they seemed that if Bond be given for fear

Of Courts-Leet,

of Arrest, it's void: And tho' this Bond is not enter'd into to the Bailiff, but unto the Plaintiff, yet such Bond is void at common Law. The Plaintiff is for 39*l.* in the Court of *Norton-Folgate*, and the Bailiff caused Bond of 40*l.* to be made to the Plaintiff to appear and render the Defendant on Judgment, or pay the Condemnation: And *per Hyde Ch. J.* altho' the Bond be made void by Common or Statute Law, yet being on Record, if it appear void, as it does here for the Unreasonableness of the Sum extorted, the Court may vacate it, for the Distress there should be but small, and the Court, ordered an Information to be brought against the Bailiff for this Extortion. *Pasch. 12 Car. 2. B. R. Randall and Keite.*

Of a *Levar' fac'* in a Court-Baron.

In Trespass for taking a Cow, the Defendant justifies by Process out of an Hundred Court's being *taliter poceffum*, without entring of Continuances; also there can be no Costs there upon Appearance, because the Person is not attached, but the Goods; also a *Levar' fac'* is no Process there, but a *Distringas*: But *per Cur'*, the constant Course in all Courts is by *Levar' fac'*, and this is meant by the old Books by a *Distringas*; also by a *Distringas* the Party would have no Remedy, but only Issues be forfeited in the Hundred Courts. 2. The Judgment being given below of Matter within their Jurisdiction, it must be reversed by false
Judg.

Judgment. *Hill. 24 Car. 2. B. R. Do & Parmiter.*

Dolben, Steward of *Westminster*, gave Judgment there in Action on the Case, on Consideration that the Plaintiff sent and delivered an Horse to the Defendant, the Defendant promised to pay 5*l.* to the Plaintiff, which he had not done, *ad damnum* 40*s.* after Verdict, and 30*s.* Damages. *Wibbens* excepted, that this was out of the Jurisdiction, being above 40*s.* and so it appeared on Record. *Crofts contra*, That the Plaintiff can have no more Damages than he counts off, which is but 40*s.* and therefore well enough; and for this Cause the Plaintiff had Judgment. *M. 28 Car. 2. B. R.*

If one pleads well that he hath a Manor, and shew it, he need no more to intitle himself to a Court-Baron. One Manor cannot have Two Courts-Baron.

Tenant at Will of a Manor cannot hold a Court-Baron.

Quo Warranto lies of a Court-Baron. *Cro. Jac. King versus Kapperton.*

I must make a good Title to the Manor, otherwise I cannot justify the Keeping of a Court-Baron.

A Man cannot be ousted of his Court-Baron, unless he be ousted of his Manor.

Stafferton pleads to the *Quo Warranto*, That Sir *Henry Nevill* was seized of an ancient Manor, of which Manor the Manors of *Newnham* and others are Parcel, and conveys to himself from Sir *Henry Nevill* Admittance to the Manor of *Newnham*,

and so of two others, viz. *Laker* and *Aylworth*, by the Names of so many Acres and Shires; that a Messuage and seven Acres of Customary Lands, used to be demised, were to him conveyed by Sir Henry Nevil, *tenend' secundum consuetud' Manerii*. He pleads he ought to have said, That such a Manor had been used Time out of Mind to be granted by Copy; and also, that Time out of Mind such Grantees or Donees had used also to hold such Court-Baron; and so he ought to have prescribed in all these. 1 *Bulstr.* 54. *Stafferton's Case*.

Evidence.

What shall be good Evidence to prove a Custom upon a Trial, or a Surrender.

Issue on
Grants *secun-*
dum consuetud.
Manerii.

In *Kemp and Carter's Case*, 1 *Leon.* 55. 70. the Issue was; If the Lord of the Manor granted Lands in Question, *per Copiam Rotulorum curiæ Manerii prædict' secundum consuetud. Manerii prædict'*, it was given in Evidence, that the said Manors were divers Customary Lands, and that the Lord now of late at the Court of the said Manor granted the Land *per Copiam Rotulorum Curiae*, where it was never granted by Copy before. *Per Cur'*, The Jury are bound to find *Dom' non concessit*, for notwithstanding *De facto Dom' concessit per Copiam Rotulorum Curiae*, yet *Non concessit secundum consuetud' Manerii prædict'*, for the said Land was not Customary, nor had the Custom taken hold of it.

Wadsworth's

Wadsworth's Case, before Judge *Crawley* at *York Assizes*, was upon an Intail of a Copyhold within the Manor of *W.* and several ancient Intails shewed in Evidence in *W.* in *Ed. III.'s* Time, and Remainders limited over on such Intails and Plaints, in Nature of *Formedons* brought there for such Remainders and Recoveries thereupon, and several Issues after had taken their Admittance, as of Fee-Simple Lands, as Heirs in Fee; and for this Cause Purchasers look at the Copies, and seeing Fee-Simple in Admittances are secure, the Estate is so, and apply their Assurances accordingly: The Jury found for the Plaintiff against this Intail, and it shall be presumed that the Intail was cut off some Way or other, when many Admittances since have been in Fee-Simple. Intails secured to be cut off.

The Custom of a Manor is, That the Wife shall have it during her Life, and upon Evidence it appears that she shall have it *durante Viduitate*; this Evidence doth not maintain the Custom. 4 *Rep.* 1. 30.

If the Parties be at Issue on the Time of the Surrender made, or the Court holden, the same shall not be tried by the Rolls of the Manor, but by the Country; and the Party may give in Evidence the Truth of the Matter, and shall not be bound by this Misentry of Time upon the Rolls, for this Entry is not Matter of Record. 1 *Leon.* 186. *Burges* and *Foster*, *Ante* 62. Issue on the Time of the Surrender, and the Court holds.

The Issue was, Whether Fines, called *Gresham Fines*, (*ab ingressu*) are due to the Lord till full Age? Evidence for the Defen-

Of Courts-Leet,

dant was, That other Manors adjoining had the same Custom not to pay till full Age, and allowed. 3 *Keb. Champion's Case*.

By *Rolls*: If Copy of Court-Rolls are produced to prove a Customary Estate, the Enjoyment of such Estate must also be proved, otherwise the Proof is not good. *Stiles 450. Pilkington and Bugshawe's Case*.

A Copy of a Lease which the Lord had in his Hands, whereby the Tenant had Power to make Leases, no good Evidence without swearing it a true Copy; also the finding by special Verdict or Admission on former Pleading is good Evidence, unless the contrary appear. 1 *Keb. 720. Lee and Bootby*.

A Copy of a Court-Roll.

A Copy of the Roll under the Steward's Hand, who was Council for the Lord as Plaintiff, was admitted good for the Copyholder; but *contra* of short Notes by Way of Breviate. 1 *Keb. 720. Lee and Bootby*.

A Copyholder moved the Court, that the Steward might be ordered to bring in the Court-Rolls to enable him to defend his Title; but the Court denied it. *Stiles 128*.

The Steward, tho' he had a Fee for the Admittance, may be a Witness. 3 *Keble, Champion's Case*.

To prove a Custom that a Copyholder may cut Trees, a Copyholder that had not but a Kettle may be a Witness. 2 *Sid. p. 7*.

The Lord may be admitted to give Evidence for the Lessee or Copyholder, tho' the Court would have spared him, had there

there been other. 1 Keb. 15. Gerard and Lister.

Proof of the Plaintiff to be Tenant of the Manor, was by Court-Leet Books by the Presentment of the Homage, and not *per Juratores*, of any certain Place; and so it was supplied by Witness, and this was in case of Fishing.

By Consent, the Jury had a Copy of Court-Roll given by the Plaintiff in Evidence. 1 Keb. 22.

In Ejectment, the Defendant pleaded Surrender of a Copyhold by the Hands of F. then Steward of the Manor. Issue was joined *absq; hoc*, that he was Steward: *Per Curiam*, This is no issue, for the Traverse ought to be general, that he did not surrender; for if he were not Steward, the Surrender is void. Cr. El. 160. Wood and Butts.

Where Issue is taken upon a Surrender, Issue on Surrender, where it shall be tried where it was alledged to be done, and not where the Manor is, of which the Copyhold is holden. Cr. El. 160. Food and Butts.

The Issue was, Whether a Copyholder in one Town had Common in Land lying in another Town—Exception was to the Trial, because the *Venire* was not of both Vills. 1 Brownl. 41.

Proclamations which call the Heir to be admitted, must be proved *viva voce*.

Of Courts-Leet,

Of Distresses.

In a Court-Baron, a Distress is not but in the Nature of a Pledge to be safely kept; and in a Court-Baron it must be Distress *Infinite* on Attachment, therefore they are not forfeited for Non-appearance. *2lv.194.*

Distress is a Thing taken and distrained upon any Land for Rent Arrear, Debt, or other Duty, as Customs, Services, &c. or for Tort or Damage-feasant.

Note, Distress is inseparably incident to every Service, for Service cannot be seek'd. *1 Inst. 150, 151.* and is of Two Kinds, *viz.*

Kinds.

Finite, Which is limited by the Law as oft as it shall be made to draw the Party to Trial.

Infinite, Is without Limitation, until the Party comes, as against a Jury who refuse to appear upon Certificate of Affize.

Grand Distress.

Grand Distress, which is made of the Tenants Goods and Chattels that the Party had within the County. This lies in Two Cases:

1st. Where the Tenant or Defendant is attached, and so return'd, and appears not, but makes Default.

2dly. Or when the Defendant had once appeared, and after makes Default. *2 Inst. 254.*

Note, Distress in a Court-Baron must be made by a Bailiff *Juratus & conus.* *1 Rol. Rep. 338.*

What

What Things are distrainable.

1. For Rent, &c.

There must be a valuable Property of it in some Body, therefore Beasts *fera nature* are not distrainable.

Things privileged *pro tempore* are not distrainable, as an Horse when a Man is riding, or an Axe in a Man's Hand, *1 Inst. 47.*

Things which are for the Benefit and Maintenance of Trades are not distrainable, as a Horse in a Smith's Shop for Rent of the Shop; Garment in a Tailor's Shop, Meal in a Mill or Market, Goods in a Common; these are brought for a special Intent, *Roll. Abr. 668. Cr. El. 549.* any Thing distrained for Damage-feasant cannot be distrained for Rent, for it is in the Custody of the Law.

Nothing shall be distrained for Rent, which cannot be rendred in as good Plight as it was at the Time of the Distress taken, as Sheaves of Corn, but Carts of Corn may, and Sheaves may be distrained Damage-feasant, *1 Inst. 47. a.* But now see the Statute *2 W. & M. cap. 5.* That Sheaves of Corn, &c. may be distrain'd for Rent. *Vide the Stat. infra.*

Averia caruæ, not to be distrained.

2. For

Of Courts-Leet,

2. For Damage-feasant.

Sheaves of Corn may be distrained Damage-feasant.

Money cannot be distrained, unless it be in a Bag.

For Knights Fees of Parliament, the Horse of any Man shall be distrained through the whole Village. 11 H. 4.

Fishes in a Pond cannot be distrained.

A Hive of Bees may be distrained. *Ne Br.* 80. D.

A Barge was distrained by Prescription *Dyer* 117. pl. 23.

A Man may not distrain Hay in a Barn for Services, for that it cannot be known again to have Deliverance in Replevin 1 *Roll.* 667. *Cooper* and *Pollard*; But this is now altered by the said Statute 2 *W. & M.* cap. 5.

For Rent.

If a Man lease Tythes, rendring Rent when the Tythes are served, he may not distrain the Tythes for Rent, 1 *Roll.* 667.

In Distress for Rent upon a Lease for Years, the Cattle of a Stranger may be distrained, if they were Levant and Couchant, 1 *Inst.* 47.

A Man seized of a Rent Charge or Service for Life or in Fee, and grants the Rent or Service to another and Heirs, and the Tenants attorn, such Grantor is without Remedy for the Rent-Arrear before his Grant, 4 *Rep.* 49. *Oguel's Case.*

Deman

Demand for the Rent is not necessary;
for the Distress is a Demand.

Note, For Rent-Charge, or Rent-Service, a Man shall not distrain in the Night, otherwise of Damage-feasant, 4 Rep. 66.

After the Term ended no Distress could be taken, before the Stat. 8 *Annæ*, cap. 17. s. 6. which see *infra*.

Lessee for Twenty Years makes a Lease for Ten Years reserving Rent, Arrears in-
c., Lessee for Twenty Years dies; his
Executors shall distrain for the Arrears;
the Arrears were never severed from the
reversion, and it is not like the Case where
Reversion descends to the Heir, and the
arrears go to the Executor, 1 *Roll. 672.*
de and Marsh.

Avowry for Rent-Charge at *Michaelmas*,
shall not estop the same Party to distrain
Arrears of the same Rent due before,
otherwise of Acquittance. *Sid. M. 13 Car. 2.*
R. Palmer and Stabook.

If one comes to distrain for Rent-Service,
and the Tenant perceiving this, cha-
rges the Beasts out, the Lord may pursue
them within the View, and take them in
those Lands soever they are, *Pl. 37, 38.*

Distress for Rent may be taken in a House
the Door be open, otherwise not.

A Man cannot distrain for Rent-Service,
in the Land out of which the Rent
issues, 1 *Roll. Abr. 671.*

Of Courts-Leet,

A Man may distrain for the Rent of an House through the Doors or Windows, 1 Roll. 671.

If a Man let an Advowson for Life, rendering Rent, the Lessor cannot distrain for that on the Glebe, 11 H. 6. 5.

If Rent-Service issue out of Land which is in divers Countries, he may distrain for all in one County. *id. ibid.*

Distress taken upon the Possession of the King, is not lawful, 1 Leon. 191.

None shall draw any Distress out of the County where he hath taken it. 2 Inst. 106.

For Services.

The Lord may distrain for Herriot-Service. *Vide Herriots infra.*

No Distress can be taken for any Service that are not put into Certainty, nor can be reduced to any Certainty, 1 Inst. 96. a.

Tenant in Dower shall not be distrained to do Suit for the Land which she holds in Dower, N. Br. 390.

None shall distrain any to come to Court, but such as shall be within the Fee M. C. 104.

For Relief.

The Lord may distrain for Relief, but Executors shall have Debt. 1 Rol. ab. 666.

For Fines and Amerciaments.

A Man may distrain for Fines and Amerciaments which are assessed in a Leet, but not in a Court-Baron without Prescription and may always take the Goods of him who is so amerced, in whose Soil soever they are within the Jurisdiction of the Court, 1 Roll. ab. 666. Cr. El. 792.

For Amerciament in a Leet for Offences done out of Court, Distress lies, and for Offences

Offences within the Court, as Fines for Contempt, &c. *Gresslye's Case*.

The Lord may take a Distress for an Amerciament in a Leet in his own Land, and he may take a Distress for it in the High Street; but a Distress may not be taken of Goods in Lands in the Hands of the King, 1 Roll. 670.

The Lord may be distrained if he refuse to hold his Court to do Execution upon an *Ardas ad Curiam*, F. N. B. 44. E. For other Things.

If the Lord distrains where nothing is Arrear, the Tenant shall not have Trespass, *Vi & Armis*; but if the Lord command his Bailiff or Servant in such Case to distrain, the Tenant shall have Trespass, Rep. 76. b. *Sed vide Stat. 2 W. & M. c. 5. 4. infra.*

If a Man ride o're my Corn, I may not take the Horse Damage-feasant, 1 Roll. 664. Damage-feasant. If Cattle be stolen, and put into my pound, I may take them Damage-feasant, 1 Roll. 566.

Cattle that estray for Default of Enclosures, cannot be distrained. *Dyer* 372.

A Commoner may justify the taking the Cattle of a Stranger Damage-feasant upon his Land. 1 Roll. ab. 665.

If a Man avow the taking of Damage-feasant in a Common where he had Common, he ought to shew that he hath Common for his Cattle *Levant and Couchant*. 1 Roll. 428. *Brony and Moree*.

If the Tenant chase the Beast, the Lord may pursue for Rent, but not for Damage-feasant.

feasant. *Plo.* 37. For the Beasts must be Damage-feasant at the Time of the Distress, otherwise the Owner may rescue them. *9 Rep.* 66. *a.*

The Beasts of a Stranger may be distrained for Rent or Damage-feasant, but they must be *Levant and Couchant*. *1 Rol.* 668, 669.

Parsons, Women, Tenants in ancient Demesne, not distrainable, to come to Lord or Sheriff's Turn.

A Distress may be good *ratione concessio- nis*, not *possessio- nis*; as a Man seized in Fee makes a Lease for Life, and after grants Rent-charge. If the Grantor's Cattle come on the Ground, I may distrain them, though I cannot distrain the Tenant in Possession, *1 Brugnol.* 32.

Excessive
Distress.

Forty Sheep are distrained for 2 *d.* it is excessive; but if a Man take Five Horses joined in a Cart for 3 *d.* Rent, this is not excessive for the Intirety, *1 Rol. ab.* 674.

No Distress for Homage shall be taken excessive; so for Fealty; so for the Expenses of a Knight of Parliament, *4 Rep.* 86.

If the Lord often distrain, so that the Tenant cannot manure his Land, he shall have Affize of *Sorvent Distress*, or may Rescous. *4 Rep.* 116. *8 Rep.* 50. *a.*

Tortious Dis-
tress.

If one eloin my Goods that are not distrainable by Law, Action of Trespass lies, or Action on the Case, *4 Rep.* 8 *Rep.* 11. 6. so Trover lies, *Yel.* 194.

If Distress be abused, Trespass lies, *1 Anderson* 65. or Action on the Case.

Of Impounding, and how a Distress shall be demeaned.

He that distrains any Thing that hath Life, must impound it in a lawful Pound; and that is either Overt, as the Pinfold, and then the Cattle must be sustained at the Peril of the Owner; or Covert, in some Part of a House, and then he that distrained them, must sustain them, 1 *Roll.* 673.

They must be impounded within Three Miles in the same County.

But if a Man distrain dead Goods which may take Damage by Wet or Weather, he ought to impound them in an House or Pound-Covert; for if he impound them in a Pound-Overt, he ought to answer them.

If a Man take a Cow for a Distress, he may not milk her.

If the Lord that distrains for Rent, or the Owner for Damage-feasant, labour and the Distress, Action of Trespass lies. *Jac.* 148. 8 *Rep.* 146. *b.* *Carpenter's* Case.

If Beasts die in a Common Pound, this is at the Peril of the Owner, and then a new Distress may be taken for the first Cause; but in a private Pound, tho' the Door or Gate be left open. *Dyer* 280. *Herb.* 75.

Wildes raw distrained ought not to be killed. *Cr. El.* 783. *Duncomb's Case.*

In some Cases, a Man may use a Distress where it is for the Owner's Benefit, as for a scower

scower Armour, full raw Cloth, &c. Cr. El. 783. *Duncomb's Case.*

Parco fracto.

If the Owner break the Pound, and take away his Goods, the Party distraining may have a Writ *de Parco fracto*, and he may also take the Goods that were distrained wherever he finds them, and impound them again; so if a Stranger take them out, 1 *Inst.* 47.

If a Man distrain Beasts without a Cause, and puts them in a Pound-Overt, it is not lawful to the Owner to break the Pound. 1 *Anderson* 31.

If a Man distrain Cattle Damage-feasant, and put them in the Pound, and the Owner, who had Common there, makes fresh Suit, and found the Door unlocked, he may take them, and justify in *Parco fracto*. 1 *Inst.* 47. 6.

Rescous in { Deed,
and
Law.

If Distress be taken of Goods without Cause, the Owner may make Rescous; but if they be once impounded, he cannot break the Pound. 1 *Inst.* 47. 6.

As the Beasts are going to the Pound they enter into the Owner's House, and he withholds, then it is a Rescous. *Ter. Ley tit.* 4. If Rescous be made to the Servant, yet the Master shall have the Writ. N. B. 101.

And Rescous is not made but where the Owner had Possession of the Beasts, or of the Goods which

which are rescoued from him; for if one comes to attach a Man, or to distrain, and is disturbed in doing it, he shall not have a Writ of Rescous, but Action on the Case. *N. B. 102. B.*

If a Stranger's Beasts be distrained, he may make Rescous.

If the Tenant tender the Rent to the Lord when he is to take the Distress, if notwithstanding the Lord will distrain, the Tenant may make Rescous. *1 Inst. 161. a.*

If the Lord distrain in the Highway, the Tenant may make Rescous.

If the Lord will distrain *Averia carucae*, where there is sufficient besides, or if the Lord distrain any Thing that is not distrainable, either by Common Law or Statute Law, Tenant may make Rescous. *1 Inst. 161.*

One distrains the Beasts of *J. S.* and a Commoner, the Commoner rescous to sever his own Sheep, it is lawful, but drive them away he may not. *1 Roll. Rep. 163.*

If nothing be in Arrear, and the Lord distrains, the Tenant may make Recous; or if he be so often distrained that he cannot manure his Land, he may have Affize, or make Rescous; but he may not have Action of Trespass *Vi & Armis* against his Lord. *4 Rep. 11. 6. in Beville's Case.*

A. distrains and impounds, and the Owner takes them out, *A.* may take them again in any Place.

The Lord may sell a Distress taken for a Sale of Distresses.
Fine. *Noy 17.*

G

If

If a Man sell the Distress which he took and impounded, and buys it again, and impounds it, yet the Vendition is not excused. *Dyer* 36.

Distress taken in a Court-Leet shall be sold. 3 *H.* 7. 4.

Tender of
Amends, &c.

Plaintiff in Replevin pleaded that he offered Amends, and doth not shew that he offered it before the impounding the Cattle; ill Plea. 1 *Brownl.* 173. *Roberts* and *Young*.

Offer of Amends cannot be made to the Bailiff, or him that maketh Cognizance, nor to the Servant. *Cr. El. A. H.* 813. *Pilkington* against *Hastings*. 5 *Rep.* 76.

Before the Distress taken the Tenant may tender the Arrears upon the Land, and if after a Distress taken, it is wrongful; if he tender the Arrears before the Impounding, the Detainer is unlawful: So it is in Case of Damage-feasant. But Tender of sufficient Amends in Trespass, before the Action brought, is no Bar, because he that tendered the Amends is not Owner of the Goods, as in the other Case. 8 *Rep.* 147. 5 *Rep.* 76.

Vide Noy 23. A Distress judged to be tortious by Tender at the same Time that the Distress was made.

In *Pilkington* and *Hasting's* Case, the Plaintiff saith he tendered 2 s. which was sufficient Amends for the Damage, which the Defendant refused to accept; and he need not shew to the Court what the Damages were, for having averred that the 2 s. tendered was sufficient for the Damages, it is enough. *Cro. El.* p. 811. Of

Of a Replevin.

It is a Writ that lieth where any Man distrains another for Rent, or other Thing: Then he that is so distrained upon shall have this Writ to the Sheriff, (called *Replegiari facias*) to deliver to him the Distress, and shall find Sureties to pursue this Action; and if he pursue it not, or it be found and adjudged against him, then he that took the Distress shall have again the Distress, and that is called, *The Return of the Beasts*, and in such a Case lies the Writ *de Retorno habendo*. It's derived of the Word [*Replegiare*], to deliver to the Owner upon Pledges or Sureties.

Goods may be replevied Two Way:

- 1st. By Writ *Ut prius* at Common Law.
- 2^{dly}, By Plaint in the Sheriffs Court by Statute Law.

Note, The Plaintiff must have the Property of the Goods in him at the Time of the Taking. (*Vide Proprietate Probanda*.)

Note, Replevin ought to be certain in setting forth the Number and Kinds of the Cattle distrained; otherwise the Sheriff cannot tell how to make the Deliverance of the Cattle. If it be for *Oves matrices*, the Sheriff cannot deliver Weathers; if it be black Horses, he cannot deliver white; but is subject to Action on the Case: His Delivery must be according to the Writ. *Allen*, p. 33. *Moor and Clifsam*.

Regula.

1. *Replevin by Writ.*

This Writ is a Vicountiel, and in Nature of a *Justicies*, in which the Sheriff shall hold Plea to any Value, and is not retornable. 2 *Inst.* 139, 140.

When more than one live Beast is distrained, then the Writ is said, *Replegiari faceret B. averia sua*: When one is taken, then it is said, *Replegiari faceret B. quoddam jumentum*, or *Bovem suum*: And when more dead Cattle than one are distrained, then the Writ is, *Quod Replegiari faceret bona & catalla sua.* *Doct. Plit.* 314.

P. me.

And if this be before the Sheriff by Writ, it may be removed into the King's-Bench or Common-Pleas by *Pone*, by the Plaintiff without Cause, and by the Defendant with Cause, put in the Writ; but if it be by Plaint, it may be removed, by *Recordare* by the Plaintiff without Cause, and by the Defendant with Cause. *Doct. Plit.* 314. *N. B.* 69. 20.

If Replevin be sued by Writ, and the Sheriff return that the Cattle are not to be found, then a *Witbernam* shall be awarded against the Defendant; and if a *Nibil* be returned, then an *Alias & pluries Witbernam*, and thereupon an *Exigent*; and if he do at the Return of the *Exigent* find Pledges to make Deliverance, viz. Gage-Deliverance, and then the Plaintiff shall declare upon an *Uncore detent*, and go to Trial on the Right of the Cause of Distress; and if it

it be found for the Plaintiff, he shall recover his Costs and Damages, and if for the Defendant, he shall have a *Retorno habendo*: But if upon the Premises the Defendant appear, then *Withernam* lies, but he shall have Gage-Deliverance, or be committed, and the Plaintiff shall count on *Uncore detent*; and if found for the Plaintiff, if the Goods be not delivered, he shall recover the Value, and Costs and Damages; if for the Defendant, Costs and Damages, and a *Retorno habendo*. 1 Brownl. 168.

2. Replevin by Plaintiff.

By Statute *Marlbridge*, c. 21. the Sheriff upon Plaint made without Writ, may either by Parol or Precept command his Bailiff to deliver them, *i. e.* to make Replevy of them; and Sheriff may take a Plaint out of the County Courts, and make Replevin presently. 2 Inst. 139, 140.

When the Distress is taken and impounded *infra Libertates* that hath Return of Writs, the Sheriff must make a Writ to the Bailiff of the Liberty to make Deliverance; and if he does not, the Sheriff may enter and do it.

If the Distress be taken *extra Libertates*, and impounded within, the Sheriff upon Plaint made may presently enter, and make Deliverance. 2 Inst. 105, 194.

If they are impounded in a Castle or House, the Sheriff may break it, and make Replevin: The Sheriff cannot return, he was resisted, for he may take a *Posse Comitatis*. *Id. ibid.*

Process in Replevin.

Cattle being distrained for Rent, Damage feasant, &c. the Owner of the Cattle must go to the County-Clerk (or some Deputies in the County for granting out Replevins) for a Replevy, to be directed to the Bailiffs to replevy them; and the Parties must be bound in an Obligation to the Sheriff to prosecute his Action against him or them that did take the Cattle, and to make Return of the same Cattle to the Distrainer. If he by Justification or Avowry do recover, and if he pursue it not, or if it be found or adjudged against him, then he that took the Distress shall have again the Distress, and that is called the Return of the Beasts, and he shall have a Writ from above, *De returno habendo*. In such Case, if the Goods cannot be taken by the first Replevy, then issues forth an *Alias*, and then a *Pluries*, then a *Toties*, and then a *Witbernam*, (if the Sheriff return that, he cannot replevy the Cattle, because they are eloigned, and he cannot have the View of them) for the Sheriff must make Enquiry of the Return; and if so, then he must make a Precept to the Bailiff in *Witbernam*, i. e. to take as many other Cattle; and he may have an *Alias*, and a *Pluries Witbernam*, and so in Infinite, but hath no other Remedy in the County.

This

This Replevy may be returned out of the County into the Common Pleas by a Writ of *Recordare*.

If the Taker of the Cattle justify the Taking, as in his Freehold, then the County-Court can proceed no further therein, but the Cause must be removed by a Writ out of Chancery, *Recordare facias loquelam*, directed to the Sheriff, returnable the next Term following; and at the Day of the Return, the Plaintiff in the Replevin must declare against the Taker of the Cattle, or else he will have a *Retorno habendo*, and put him to sue forth a second Deliverance, which is a great Disadvantage to the Plaintiff.

In a Replevin the Plaintiff cannot discontinue his Suit without the Privy of the Court, for the Entry is *Recordatur per Curiam*.

Pledges de $\left\{ \begin{array}{l} \text{Prosequendo,} \\ \text{Retornando.} \end{array} \right.$

The Sheriff ought to take two Kinds of Pledge; the one by the Common Law, and they are *Plegii de Prosequendo*; and the other by the Statute *W. 2. c. 2.* and they are *Plegii de Retornando*; and if the Sheriff return in sufficient Pledges, he shall answer according to the Act, *W. 2. c. 2.* The Pledges must be as well sufficient in Estate as in Law, (as not within Age, Women covert, Persons outlawed, &c.) The Re-

medy which the Sheriff has against the Pledges, is said to be a *Scire fac'*, in which they shall be compelled to plead a Thing in Discharge, or to render the Value of the Beasts; but for them to say that they were not Pledges, they shall not do it, for this is contrary to the Return of the Sheriff.

If the Sheriff shall take 100 l. or any other Thing, in or for a Pledge of the Return, this is not good; so of Pledges *de Prosequendo*. But yet at this Day, the Sheriff or the Bailiff's Name do use to take a Bond of the Party too, when the Replevy is granted for the Prosecuting of Suit, and also to make Return, &c.

The Sheriff's
Return.

This Day upon the Writ *de Retorno habendo*, if the Sheriff return, *q. d. Avera elongata sunt*, a *Withernam* shall issue, &c. and if the Sheriff return *Nil habet*, then shall issue out three *Capias's*, and one *Exigent*.

The Sheriff's
Deputies.

By Statute 1 & 2 P. & M. c. 12. Every Sheriff shall appoint and depute four Deputies at least in his County, to make Replevy and Deliverance of such Distress on such Manner as the Sheriff ought to do; and also the Sheriff may hold Plea thereof, and determine the same in the County Court: But then the Sheriff is to give a Day unto both Parties until the next County-Court, at which Day the Plaintiff may be essoigned if his Plaint be enter'd; but if he make Default, then the Defendant may demand Judgment of the Nonsuit, and shall have Return of the Distress, and the Plaintiff and his Pledges shall be in *Misericordia*; but the

the Defendant may not be essoigned at the first Day, for if he make Default, then the Distress shall be awarded to the Plaintiff; but if the Plaintiff and Defendant both appear the first Day *per Attorney*, or in Person, then the Plaintiff ought to put in his Declaration.

If the Return of Pledges be from Writ, then if the Plaintiff be nonsuited, &c. and upon the *Retorno habendo* the Sheriff returns *Averia elongata*, &c. the Plaintiff may have a Writ to have Return of the Beasts of Pledges; but if the Deliverance were by Plaint, the Plaintiff can have no such Writ; and if upon the Writ, to have Return of the Beasts of the Pledges, the Sheriff returns *Nilil*, the Plaintiff may have a *Scire fac'* against the Sheriff, *q. d. Reddit & tot averia, & tot catalla*.

In Replevin, the taking of the Beast was alleged to be in *Quibusdam Locis vocat' D. & equa: Per Cur'*, it is not good; for all the Beasts cannot be taken in several Places. *lit. Rep. 37.*

Of what Things a Man shall have a Replevin, and who shall have it.

One who had but a special Property shall have a Replevin, as when Goods are pledg'd to him, or taken by him, to compester his Land. *1 Inst. 14. 5, 6.*

A Replevin lies of such Things of which a Man hath a qualify'd Property, as in Things *feræ naturæ*, which are made tame;
as

Of Courts Leet,

as of an Hawk, *foret examen capium habens
enim animum revertendi.* 2 *Roll. Ab.* 430.

Of Wood within a Forest.

Of a Barge.

Of a Mastiff.

Of Grain in a Waggon.

Of Yarn.

But not of Deeds and Chattels concern-
ing Land. 1 *Brownl.* 168.

If the Cattle of a Feme-sole be taken, and
afterwards she marry an Husband, the Hus-
band alone may have Replevin.

If the Beasts of divers several Men be ta-
ken, they cannot join in a Replevin, but
every one must have a several Replevin.
1 *Inst.* 145. 6, 4.

If the Beasts of another Man are manu-
ring my Land, and agisting my Land, *Le-
vant* and *Conchant*, and are taken by an
Estranger, I shall have a Replevin. 2 *Roll.*
Abr. 430.

Administration shall have Replevin *be bonis
Testatoris.* *Lib. Int.* 430.

Executors shall have it for Goods taken
in the Testatory Time, and for Goods that
were the Testators. Before *Probato*, Re-
plevin affirms Property, and the Executor
shall well have it. *Sid.* 81. *Arundel* and
Trovill.

Jointenants and Tenants in Common
shall join in Replevin; but if two others
join, the Writ shall abate.

He

He that hath not Property general, special, or qualify'd, shall not have Replevin: *Agistee manuree Bailee* shall have it.

Withernam, *what it is, and what Cases* Withernam. *awarded.*

It is not *Vetitum Namium*, but *Iteratum Wedernaam*, and lies when the Sheriff upon Replevy cannot make Delivery to the Party distrained; then this Writ is directed to him for the taking as many of the other's Goods or Beasts into his Keeping, until he hath made Deliverance of the first Distress.

If the Sheriff return *Fugavit* in another County, or that the Bailiff of the Liberty returns *Elongata*, or that he cannot have the View, in these Cases *Withernam* shall be awarded. 1 Rep. 146. *Mayow's Case*.

The Plaintiff may be nonsuited after *Withernam*, and the Beasts returned. *Dyer* 189.

In Replevin the Defendant claims Property, and upon this issues a *Proprietate probanda*; and the Sheriff returns that the Property is to the Plaintiff, and that the Defendant had elained the Beasts; *Withernam* shall be awarded. 2 Roll. Abr. 415.

The Writ of *Withernam* ought to rehearse the Return of the Sheriff.

If Cows or Horses be delivered in *Withernam*, he may milk the Cows, or reasonably work the Horses. 1 Leon. 220.

In Replevin the Defendant avowed for Damage-feasant, and Issue found for the Avowant, and Damages assessed, and now issues

Of Courts-Leet,

issues a *Retorno habendo*: The Sheriff returns *Averia elongata*, *Withernam* was awarded; the Plaintiff came and tendered the Damages in Court, and submitted to pay 3 s. 4 d. as a Fine for Contempt, and the *Withernam* was stayed. 2 Leon. 174.

Cattle taken in *Withernam* are not replevisable; but upon Satisfaction of the Damages, he shall have a Writ of Restitution of the Cattle, and for the Food he had the Occupation of Cattle. Cro. Eliz. 162. *Austy* and *Johnson*.

Second Deliverance.

At Common Law a Man might have been nonsuited in Replevin, and had new ones in *Infinitum*; but *W. 2. c. 2.* doth restrain the Plaintiff from having more Replevins after Nonsuit, but gives the Writ of *Second Deliverance*. 2 Inst. 340.

At this Day, if the Writ abate by Plea or Confession, there shall be another Replevin; but if Judgment be given against the Plaintiff upon Demurrer or Verdict, then there shall be no *Second Deliverance*, for this Act only meddles in Cases of Nonsuit. 2 Inst. 340. 3 Leon. 49.

The Writ of *Secunda Deliberatione*, given by *W. 2. c. 2.* is a Writ judicial, issuing out of the former Record of the Replevin, wherein the Nonsuit was. 2 Inst. 341.

This Writ is a *Supersedeas* in Law to the Sheriff, that he make no Return to the Defendant upon the former Nonsuit; it's
to

to no other Purpose than to revive the former Plaint. *Dyer* 41.

If he be nonsuited in a *Second Deliverance*, he shall not have another Writ.

Regularly this judicial Writ shall not vary from the Record, it ought to agree with the Replevin in Time, Place, and Number.

If after Nonsuit the Sheriff return *Averia elongata*, and the Defendant upon the *Writbernarn* hath other Beasts delivered, yet the Plaintiff must have his *Second Deliverance* of the first Beasts. 2 *Roll. Abr.* 435.

Proprietate Probanda.

Where the Defendant, when the Sheriff *Regula.* comes to replevy, claims Property, the Sheriff cannot proceed; for it is a Rule in Law, that Property ought to be tried by Writ: Therefore in that Case, where the Trial is by Plaint, the Plaintiff may have a Writ *de Proprietate probanda*, directed to the Sheriff to try the Property; and if found for the Plaintiff, the Sheriff to make Deliverance; if for the Defendant, then he can no further proceed: Yet the Plaintiff in such Case may have a Writ of Replevin to the Sheriff, and if he return a Claim of Property, it shall proceed in the Common Pleas, where the Property shall be put in issue, and finally tried, 1 *Inst.* 148. 1 *Brownl.* 167. This Writ must issue out of Chancery.

If

If the Defendant in Replevin in Court claims the Property, and it be found against him, the Plaintiff shall recover the Value of the Cattle and Damages, 1 *Brownl.* 168.

If the Defendant plead in Abatement of the Writ, that the Property is in the Plaintiff and another, and the Plaintiff confess it, by which the Writ shall abate by Award upon the Roll, and a *Retorno habendo* be accorded to the Defendant, yet the Plaintiff shall have a new Replevin, 1 *Brownl.* 168.

Plea of Property.

In Replevy it's a good Plea to say, That the Property is to the Plaintiff and a Stranger, and where there is Two Plaintiffs, that the Property is in one of them, 1 *Inst.* 143. b.

If the Defendant in Replevin claims Property falsely, and it is so found in *Proprietate probanda*, he shall be fined and imprisoned, 8 *Rep.* 60. *Beecher's Case.*

So it is in *Mr. Dalton*. If the Party that took the Goods claim Property in them in the County Court, then the Power of the Sheriff determineth, so as he may not replevy, or deliver the same, whether it were by Plaint or Writ: Not that the Servant may not claim Property for his Master, and a Stranger may not claim Property; but one Defendant may claim Property upon Replevin directed to the Sheriff: If the Defendant claimeth Property, the Sheriff must not make Deliverance, but return, *Quod* Defendant *Clamavit averia, &c. esse sua.* And then upon the Writ *De Proprietate probanda*,

probanda, the Sheriff in his County Court, and before the Coroners shall impanel a Jury to enquire of the Property, (*scilicet*) to whom the Property at the Time of the taking was, and if the Property be found in the Defendant, the Plaintiff shall be amerced by the Sheriff; and if it be found that the Defendant had nothing in the Cattle or the Goods, then he shall yield Damages to the Plaintiff, and shall also by the Justices be committed to Prison, there to remain until he hath paid a Fine to the King, and the Sheriff may presently attach the Defendant.

In Trespass against the Defendant, he justifieth as Bailiff by Precept of the Steward of *Halifax*; in Replevin the Plaintiff claimed Property, *Super quo* a Writ went to the Sheriff to enquire of the Value which is found, and *Lib. Super quo Preceptum* to the Bailiff to distrain; to which the Plaintiff demurred, because without Writ of *Proprietate*; all is *Coram non judice*, and of this the Bailiff should have taken Notice at his Peril, 1 Cr. 394. which the Court agreed. 2. Here is no Judgment at all, but a Writ to enquire, which extends not to inferior Courts by a late Statute 17 Car. 2. c. 7. which the Court agreed, for they must take a *Writernam* on *Averia elongata* returned, and a *Retorno habendo* awarded. Judgment *pro Quer.* 2 Keb. 550. *Wibley* and *Buttomley*.

Note, That in a *Proprietate probanda*, the Jury are not to enquire, but only to or in whom

Of Courts-Leet,

whom the Property was at the Time of the Taking: And in such Case the very Title of the Cattle or Goods shall be tried, and given in Evidence before the Sheriff. This Writ of *Proprietate probanda* shall not be granted, but where the Replevin is sued by Writ.

As for the Form of the Precept from the Sheriff to the Bailiff to take Beasts of the Defendant in *Witbernarn*, it must be in Writing.

Gage Deliverance,

Is where one sueth a Replevin, but hath not the Delivery of the Goods, and the other avoweth, and the Plaintiff sheweth that the Defendant is yet possess'd of the Goods, &c. and prayeth that the Defendant may *gage Deliverance*, then he shall put in Sureties and Pledges for the Deliverance, and a Writ shall go forth to the Sheriff to redeliver them.

If the Defendant appear upon the *Pluries Witbernarn*, he shall *gage Deliverance*, 2 *Brownl.* 158.

If the Defendant after an Avowry will not *gage Deliverance*, he shall be imprisoned for the Contempt, *id. ibid.*

If the Defendant pleads *Locus in quo*, &c. is *Liberum tenementum*, and justify as his Freehold, then the County Court can proceed no further.

If the Defendant pleads *Locus in quo*, &c. is ancient Demesne, and avows the Taking there, he shall *gage Deliverance*, 2 Roll. 431.

If the Defendant pleads a Recovery in an inferior Court, and that these Goods were delivered to him in Execution, he shall not *gage Deliverance*, because he hath claimed Property by this.

In Replevin, if the Defendant claim Property, the Plaintiff shall *gage Deliverance* of the Beasts of the Defendant that he had in *Withernam*. Dyer 189.

Deliverance shall not be gaged before Avowry.

Recaption.

A Man distrained for Rent or Services, &c. and after hanging the Plea either before the Sheriff or in B. C. if he that distrained distrains again for the same Rent and Service and for the same Cause, he which is so distrained shall have this Writ; and it shall be *contra pacem*, but not *Vi & armis*. 9 Rep. 50.

In Recaption, the Defendant shall not make Avowry as he shall do in Replevin, but justify the Taking, &c. as he shall in Trespass; for the Plaintiff shall recover Damages only in the Recaption for the Contempt, and not for the Taking or Detaining of the Beasts, N. B. 72. b.

If a Man be convicted in a Writ of Recaption before the Sheriff, he shall be amerced, and render Damages for the Contempt;

H

Contempt;

Of Courts-Leet,

tempt; but if it be before Justices, he shall be fined, and render Damages. *N. B.* 73.

Where the Replevy is by Plaint, and the Defendant pleads, *Locus in quo, &c.* is *Liberum tenementum*, then it may be removed out of the County into the Common Pleas by a *Recordare*, and the Sheriff is hereupon to summon the other Party to be in *B. C.* at a Day certain, and of all this he is to make a Certificate under his own Seal, and the Seals of Four Suitors of the same Court. The Plaintiff may remove it without putting any Cause into the Writ; but the Defendant shall not remove it without shewing Cause in the Writ. *2 Inst.* 339.

In Declaration in Replevin, the Plaintiff ought to alledge a Place certain where the Taking was. *Doñ. Plit.* 313.

In the Declaration there was no Place assigned, where the Taking was but a Town it's ill on Demurrer.

But the Declaration need not mention the Value.

Ancient Demesne is a good Plea in Replevin, *5 Rep.* 105. Defendant pleads, *Non est culpabilis de capione infra sex annos jam ultimo Elapsos.* It is not good, he doth not answer to the Detainer, and a Man may distrain a Thing lawfully, and yet detain it unlawfully, as putting it into a Castle. *Sid.* 82.

But for the better clearing these Particulars of Distresses and Replevins, Two later Statutes have been enacted, which have

have altered the Law in several material Points, *viz.*

By Stat. 2 W. & M. sess. 1. cap. 5. 'tis enacted, 1. That where any Goods or Chattels shall be distrain'd for Rent reserved and due upon Demise, Lease or Contract, and the Tenant or Owner shall not within Five Days after such Distress and Notice thereof (with the Cause of such Taking) left at the Mansion-House or other most notorious Place of the Premises charg'd with the Rent, replevy the same, the Person distraining may with the Sheriff or Under-Sheriff of the County, or Constable of the Hundred, Parish, or Place where, &c. who are hereby required to assist, cause the Distress to be appraised by Two sworn Appraisers, whom such Sheriff, &c. shall swear to appraise them truly according to the best of their Understanding, and after such Appraisement, may sell the same towards the Satisfaction of the Rent and Charges of the Distress and Appraisement, leaving the Overplus, if any be, in the Hands of the Sheriff, &c. for the Owner's Use.

2. It shall be lawful to distrain for Rent-Arrear as aforesaid, any Sheaves or Cocks of Corn, or Corn loose or in the Straw, or Hay in any Barn or Granary, or upon any Hovel, Stack or Rick, or otherwise, and to lock up and detain the same in the Place where found, till replevied as aforesaid; and in Default of Replevying within

Of Courts-Leet,

the Time aforesaid, to sell the same after Appraisement as aforesaid, yet so that it be not removed to the Damage of the Owner, but kept where so found and seiz'd, as impounded, till it be replevied or sold.

3. Upon any Pound-breach, or Rescous of Goods distrain'd for Rent, the Person grieved shall have a special Action on the Case, and recover treble Damages and Costs of Suit against the Offenders, or against the Owner of the Goods, if they come to his Use or Possession.

4. And if any such Distress and Sale as aforesaid shall be made where there is no Rent due, the Owner of the Goods may by Action of Trespass or upon the Case against the Persons distraining, recover double the Value of the Goods distrained, with full Costs of Suit.

By Stat. 8 *Annæ*, cap. 17. 'tis enacted,
1. That no Goods or Chattles on any Messuages, Lands, &c. leased to any Tenant, shall be taken by Execution, &c. unless the Party suing the same shall before Removal of such Goods, &c. pay the Landlord the Rent that shall be due at the Time of such Taking.

2. Provided, That if more than a Years Rent be due, the Party suing such Execution, on Payment of one Years Rent, may proceed to execute his Judgment, and the Sheriff, &c. is to levy and pay the Plaintiff
as

as well the Money so paid for Rent, as the the Execution-Money.

3. Any Tenant fraudulently carrying off from the demised Messuages, &c. his Goods or Chattels, with Intent to prevent the Landlord from distraining, the Landlord may within Five Days take and seize such Goods wherever they shall be found, as a Distress for the Arrears of such Rent, and may dispose and sell the same as if distrain'd upon the demised Premises.

4. But nothing in this Act shall impower the Landlord to seize any Goods, which shall be *bona fide* sold for a valuable Consideration before Seizure.

5. Any Person having Rent due or in arrear upon any Lease for *Life*, may bring an Action of Debt for such Arrears, &c. in the same Manner as he might, if such Rent were due and reserv'd on a Lease for *Years*. All Distresses hereby made, shall be liable to such Sales, &c. and the Moneys arising by such Sales, shall be distributed, as by the Act 2 W. & M. is directed. *Vide supra*.

6. And any Person having Rent in arrear due upon any Lease determined, may distrain for such Arrears in the same Manner as if such Lease had not been determined, so as the Distress be made within Six Calendar Months after the Determination of such Lease and during such Landlord's Title, and during the Possession of the Tenant from whom such Arrears become due.

7. Nothing in this Act shall extend to prejudice Her Majesty or Successors, in le-

Of Courts-Leet,

vying or seizing any Debts, Fines, Forfeitures, &c. due to Her Majesty, &c.

Of Waives, &c.

Bona Waiviata or *Derelicta*, are where a Felon hath stolen Goods, and upon Hue and Cry, or other Pursuit after him, he waiveth the Goods; or where the Felon for fear to be apprehended, (thinking that Pursuit is made after him, or otherwise to ease himself of his Carriage) he having the Goods with him in his Possession, flieth and waiveth, casteth away, or goes from the Goods: In this Case the Goods are forfeited to the King, or to the Lord of the Manor or Franchise, to whom the same is granted, the Sheriff is to seize them for the King's Use, and the Lord for his own.

And yet the Party robbed, or Owner of the Goods, shall be restored to his Goods again, *viz.* if he make fresh Suit, whether he be taken or not at Common Law; and by *Stat. 21 H. 8. c. 11.* if he cause the Felon to be thereof attainted, or procure another to give Evidence upon the Indictment.

But if the Felon had not the Goods with or about him when he fled (having perhaps had them or left them in his own House, or in the House or Custody of any other, or left within any Man's Manor, or had them in the Ground (and then fled) these Goods are not forfeited or waived Goods, but that the Owner may take them again

again when he will, without fresh Suit made after the Felon, or without causing him to be attainted; there can be no other Waife properly, but of Goods that are stolen.
5 Rep. 109.

If a Merchant Alien come into this Realm per safe Conduct, and the Goods are stolen, these Goods may not be Waife, for the King hath granted to him *Salvum & Securum conductum in Bonis quam in Corpore*, and they cannot seize these Goods as Waifes.

In Pursuance of Coke, 5 Rep. Action on the Case was brought by R. *versus* D. for misusing the Plaintiff's Horse, &c. The Plaintiff declared, that the said Horse was stolen by Three Felons, after whom the Plaintiff makes fresh Suit, and that the Felons were apprehended and attainted at his Suit before Justice *Windham*, and that the said Horse came into the Hand of the Defendant, who misused him *ut supra*. Defendant pleads, That before that and the Attainder of the Felons, the Felons had waived the said Horse in his Manor, in which Manor he had Waife and Stray; and *per Cur.* this is no Plea without traversing the fresh Suit, for by the fresh Suit the Property of the Plaintiff in the said Horse was preserved, and so upon the Misfeasance Action lies. 2 Leon. 192.

Property preserved by fresh Suit.

Action upon Trover for Goods, the Defendant justifies as Servant to the Sheriff of *Middlesex*, because the Plaintiff had stolen those Goods, and carried them to D. within the County of *Middlesex*, at which Place

the Defendant seized them *ut Bona viviat*, and without Argument it was adjudged *pro Quer.* for he ought to alledge a Felony committed, and that the Goods were waived by the Felon; but it is not alledged that the Felon waived them. *Cr. El. 611. Davie's Case.*

Trover and Conversion of Twenty Sheep; the Defendant pleads, the Queen was, and yet is, seized of the Manor of N. in *com. B.* and that *Malefactores ignoti* stole those Sheep from the Plaintiff, and brought them within the same Manor, and there waived them; whereupon the Defendant, as the Queen's Bailiff, seized them, which is the same Trover and Conversion, and prays in Aid of the Queen: The Plaintiff demurs specially;

1. Because the Plea concludes with an Aid-Prize, which being personally, and for a Chattel only, is not good, *q. d. fuit Concessum.*

2. He justifies for a Seizure, and answers not the Conversion, and the Seizure is not any Conversion; therefore he ought to have answered or traversed it.

3. When one justifies for Seizure of Goods, as waived, he ought to shew that Pursuit was made after the Felon, and that he waived them; otherwise they are not waived. *Per Cur.* he need not alledge any Pursuit of the Felon, it ought to be alledged that the Felon fled, for that he was in fear to be apprehended, and for that Cause waived them; the Reason of the Forfeiture is, because the Party did not pursue; but the

the Judgment could not be in Matter of Bar, because the Plea was not in Bar, but concludes, *Si Regina inconsulta, &c. Cro. El. 693. Foxly and Amersly.*

Goods waived, the Owner may seize them Twenty Years after, if neither the Lord of the Franchise nor the King seize before.

If one have a Waife, and it be taken out of his Manor, he shall have Trespass without seizing.

Where Goods are waived, and the Lord seizes them, the Property is changed, that the Owner shall not have them without suing an Appeal of fresh Suit, notwithstanding the Statute. 21 H. 8. c. 11. *Rastal Restit. 2.*

If any Beast (not wild) be found within any Lordship, and not owned by any Man, if it be cried according to Law in the next Market-Town, and be not claimed by the Owner in one Year and a Day, it falls to the Lord by the Common Law. The Estray shall be proclaimed in the two next Market-Towns, and two next Market-Days, one in the one Town, and another in the other; and if they are claimed within the Year and a Day, the Owner shall have them, and he which took the Estray may keep them till he be satisfied for the Finding, Keeping, and Proclaiming, of the Beasts. *Vide Stat. 27 H. 8. c. 7.* to be in the Church of the Parish.

Estray into
what Place
the Title.

If a Man have a Waive or Estray by Prescription, and another taketh it out of his

his Manor, he shall have Trespass, tho' he did not seize them before.

If one have an Estray by three Quarters of a Year, and after that it strays, and another happens on it within his Manor, the second shall not have it, for he hath no Property till the Year and a Day and Proclamation are over.

Action of Trover and Conversion of a Cow *apud Salop*: The Defendant pleaded, the Queen was seized in Fee of such a Manor, and demised it, and all Estrays therein, &c. to *J. S.* per Life, and conveys it by mean Conveyances to himself, and that this Cow came thither as an Estray; whereupon he seized her, and caused her to be proclaimed in the two next Market-Towns adjoining, and the Plaintiff claimed Property, and the Defendant demanding of him to pay for her Feeding, that he refused, and thereupon denied to deliver the Cow, and traverseth that he is guilty of the Conversion *apud Salop*. And it was demurred, 1. Because he alledgeth not the Letters Patent. 2. Because he alledgeth not that the Proclamation were made in the Parish Church. 3. Because he traverseth the Vill. And it was adjudged *pro Quer'*. *Cr. El.* 2. 6. *Brownl.* and *Lamber*.

Trespass *Quare cepit & abduxit* a Gelding *pretii 5 l.* The Defendant justifies as the King's Bailiff of the Manor of *E.* for that he had Waives and Strays there, and took that Gelding coming there as an Estray, and kept and detained him as an Estray, until

until afterwards the Plaintiff retook and reseized him, *Quæ est eadem captio & abductio*. The Plaintiff replies, That the Defendant seized him such a Day and Year, and that the Defendant *postea* (two Days after), and before this Reseizure, laboured the said Gelding, riding upon him, and drawing with him, by which he was much damnified, & *hac, &c.* The Defendant demurred, it being a Departure, *sed non allocatur*. In Trespass it's no Plea to say, he had his Goods again; for that is only to be given in Evidence in Mitigation of Damages. *Per Cur'*, This Using of the Estray was an Abusing thereof; for it is not lawful for any to use it in any Manner, unless in Case of Necessity, and for the Benefit of the Owner, as to milk Milch-Kine, because otherwise they would be spoiled, and so of the like; but to use a stray Horse by Riding or Drawing, is tortious. Judgment *pro Quer'*. *Cr. El. 148. Bagshaw.*

Ley-Gager.

An ancient Trial in Courts-Baron was by waging of Law.

There are Two Ways of waging Law, *viz.*

1. *Lex instantur*, when the Client will presently upon Pleading come into Court, and swear that he oweth nothing, &c. Then your Client must be ready at the Time when you plead, and the next Day, or second

cond Day, bring him into Court, and let him do his Law, in which Case the Plaintiff cannot become nonsuited : But upon a Wa-ger in Law, and a Day assigned, he may be nonsuited, and must pay Costs, and then he may bring an Action on the Case. Upon a *Lex Instante* the Plaintiff may imparle un-til another Day in another Term.

2. *Lex ad Diem*, where a Day is assigned : There is to be Fifteen Days at the least given for the doing thereof, after the Plea *Nil debet per Legem* pleaded, i. e. Fifteen Days after the coming in of the *Imparlance*.

The Defendant may wage his Law in Tref-pas upon the Plea Not guilty, *Dalt.* 172. un-less it be *Contra in pacem*. *Q.* I think this is not practised. *1 Inst.* 275. *contra*.

If the Defendant fails to wage his Law, *viz.* If he make Default at the Day ap-pointed by the Court; or if the Testimo-nies refuse to depose, &c. or if all the Testi-monies do not come, (except the Court dis-pense with the Testimonies) the Plaintiff shall recover all his Demand, with his Damages, according to his Declaration, without any Taxation of the Court.

In ancient Time, the Defendant put in his Surety to make his Law at the Day; hence it's called *Waging Law* : But the De-fendant ought to bring with him Eleven Persons of his Neighbours, that will avow upon their Oath, that in their Consciences he saith Truth.

In no Case where a Contempt, Trespas, Deceit, or Injury, is supposed in the De-fen-

Defendant, shall he wage his Law, because the Law will not trust him in such Cases to discharge himself by Oath.

In Action of Debt which concerns the Realty, as for Rent upon a Lease for Years, or in Detinue for detaining of an Indenture of a Lease for Years, the Defendant shall not wage his Law.

In Actions of Account against a Bailiff of Account. a Manor, or against a Guardian in Socage, the Defendant cannot wage his Law, because it soundeth in the Realty, 1 *Inst.* 90. b. *Sed vide* 10 Co. 103. *Denbawd's Case*, When the Account is made before Auditors, the Defendant may wage his Law.

In Debt for Money lent, or Book-Debt, Debt, Detinue, Covenant, &c. or in Action of Detinue, or in Covenant, or in Replevin, the Defendant may wage his Law. So in Debt on Arbitrament, for Money awarded.

In Action of Debt for a Fine or Amerciament in a Leet, the Defendant shall not wage his Law, because the Leet is a Court of Record; but in Debt for Amerciament in a Court-Baron, he may wage his Law.

Where a Man is charged as Executor or Administrator, he shall not wage Law; for a Man shall not wage Law of another Man's Deed. Also an Infant under Twenty one Years shall not wage his Law. Executors. Infants.

A Feme Covert of full Age, together with her Husband, may wage her Law for the Debt of the Wife incurr'd before Coverture, 1 *Inst.* 172. Feme Coverts.

Infamous.

A Man that's become infamous shall not wage his Law as outlawed, attainted in Attaint, or upon Indictment of Conspiracy or Perjury.

Wages.

In Debt for Wages, the Defendant may wage his Law, except the Retainer be according to the Statute of Labourers.

Detinue.

In Detinue of a Chest with Writings sealed, or of a Box ensealed with Writings, the Defendant may wage his Law.

Quo Minus.

A Man shall not wage his Law in a *Quo minus*. 4 Rep. 45.

Dumb.

One who was dumb waged his Law by Signs, 18 Ed. 3. f. 53. The Words were read to him, and he put his Hands upon the Book.

Prisoner.

Debt against a Prisoner for his Meat, he shall not have his Law, for the Plaintiff is compellable to give it to him. Otherwise for Tabling a Man at large.

Attorney's Fees.

In Action of Debt brought by an Attorney for his Fees, the Defendant shall not wage his Law, because he is compellable to be his Attorney.

Servants Wages.

And so if a Servant be retained according to the Statute of Labourers in Action of Debt for his Salary, his Master shall not wage his Law, because he was compellable to serve: Otherwise shall it be if he be not retained according to the Statute.

In Debt on Penal Laws.

In Debt on Penalty given by Statute, the Defendant shall wage his Law. 1 Inst. 295.

Debt was brought by Sir Thomas Tyndal, upon a Pain forfeited for the breaking of a By-Law in a Court-Baron against Tiler, and

and the Party was received to wage his Law. 1 Leon. 204.

Upon Examination of the Defendant, when the Defendant was ready to wage his Law; it appeared that the Plaintiff and the Defendant were reciprocally engaged to each other, and upon Conference between them before the Action brought, there was an Accord between them, that the Plaintiff should give to the Defendant such a Sum, (which he had done,) and that the one should go quite against the other. *Per Cur'*, Upon this Matter the Defendant cannot safely wage his Law, for a Debt cannot be extinguished by Word. 3 Leon. 258. *Sanderson's Case*. But the Reason given in the same Case, in the 2d Part, 212. It is but an Agreement, which cannot be executed but by Release or Acquittance.

By-Laws in Courts } Customary.
Baron.
Leet.

(Vide *Amerciaments, Fines Common.*)

The Custom was, That the Steward of a Manor might make Laws and Ordinances for the well-ordering of the Common, and to assess a Penalty on those who broke those By-Laws; also to prescribe to distrain for the Penalty. *Per Cur'*, The Custom is reasonable, and the Difference is where the Law and Ordinance takes away the whole Profit

Stewards to
make By-
Laws.

Profit of the Commoners, and where it abridgeth it only; and the Commoners are bound to take Notice of these Ordinances.

Marsh Rep. 28. James and Titney.

Custom to make By-Laws; and this Law was made, That no Tenant of the Manor should put into such a Common any Steer, being an Year old or more, upon Pain of 6*d.* for every such Offence; and that it should be lawful to distrain for the same. It's void in Law; for it's against common Right, where a Man has Common for all his Cattle commonable, to restrain him from one Kind of Cattle: Had it been that none should put in his Cattle before such a Day, that had been good, for this does not take away, but order the Right. 1 *Leom. 190. Erbery and Lalson.*

Inhabitants in a Vill without Custom may make By-Laws or Ordinances for Reparation of a Church, or of an Highway, or of such Thing which is for the publick Good, and in such Case the greater Part shall bind all without any Custom; but if it be for their own private Profit, for the well ordering of their Common or Pasture, or such like, there without Custom they cannot make By-Laws. 5 *Rep. 63, 64.*

In Debt the Plaintiff declares, That C. and J. were seized of the Hundred of L. within the Precinct of which Hundred, the Inhabitants have used to have Common of Pasture; then he sets forth, that C. and J. Time out of Memory, have had a Court-Leet belonging to the said Hundred, of all the

the Inhabitants and Resiants within this Hundred, then he sets forth a Custom within this Hundred, That the Jurors of the Court-Leet have been sworn to enquire and present all Things which are enquirable and presentable; and that the Lord of this Court by his Steward may make By-Laws for the Commoners, and impose reasonable Penalties upon the Forfeitures of the By-Laws. The Earl of *Exeter* Lord, by his Steward of the Hundred Court, so order'd, That the Great Marsh or Fen should be clear of all Manner of Geese, Cattle, and Sheep, from the 2^d Day of *February* to the 1st Day of *August*; and if not, then every Proprietor of such Cattle should forfeit to the Lord, for an Horse 10 s. for a Cow 6 s. 8 d. &c. He avers, the Defendant was an Inhabitant in the Hundred, and had Common and Pasture, and that the Defendant had Notice of this By-Law, and was presented, and would not pay; whereupon the Action of Debt was brought, and Verdict for the Plaintiff. In Arrest of Judgment it was moved, That it's not proper at a Leet to make By-Laws for Commoners; and it is a Rule in our Books, That the Jurisdiction of the Leet is only about Matters of publick Peace, 4 *Inst.* 265. N. B. 82. And see *Cook's Magna Charta* 71, 72, 73. And so there is a Difference between a Court-Leet and a Court-Baron; a Court Leet is the King's Court, and hath Jurisdiction of publick Common Nuisances; but a Court-Baron is private amongst themselves, and may

make By-Laws for their particular private Benefits.

9 H. 6. 44. A Presentment was in a Leet, That J. S. had inclosed certain Lands which ought to lie fresh on the Common of the Inhabitants; and adjudged a void Presentment, tho' he concluded *Ad nocumentum Inhabitantium*: The Reason is, It is a Wrong, but no Nuisance.

Bridgman Chief Justice: The Question is, Whether Custom cannot make a By-Law here, especially concurring with the Consent of the Inhabitants? But he being removed to be Lord Keeper, it was spoke to by three Judges.

Wild: The Leet by a Custom may make such By-Laws, tho' not originally; this Custom may have reasonable Commencement, for it might be agreed at the first Settlement of the Common by all Parties, that By-Laws should be at the Leet.

Archer of the same Opinion: Had it been a Court-Baron, there had been no Doubt of it. True, all Leets in Grofs cannot meddle with Common; but some may, *Cro. El.* 448. and especially such as this, that appertains to an Hundred; and held the Custom sufficient to give Jurisdiction.

Tirrel contra. It is not good: Leets are to meddle with Things belonging to the Peace; and it is no more proper for them to meddle with Commons, than for a Court-Baron to be intitled to Pleas of the Crown. If the Leet may make one By-Law, the Court-Baron may make another;
and

and how shall one know which is to be obeyed? As to the Cases put on the other Side, they must be understood where Courts-Leet and Courts-Baron are held together. Judgment *pro Quer'*. *Carter's Rep.* 173. Earl of Exeter against *Smith*.

Council excepted to Indictment of Refcous of Cattle taken Damage-feasant by H.'s Servant, because this is Matter of private Property, being grounded on a By-Law for Regulation of Common presented in a Leet: And *per Cur'*, this is not Matter indictable. *Trin.* 21 Car. 2. B. R. the King and *Arnold*.

Amerciament. Fines.

Where Amerciament shall be in the Court-Leet, Hundred, or Court-Baron; which is good and lawful, and which not.

It was agreed in *Bullen's Case*, 6 Rep. 77. *Certum Letæ*. That the Lord of a Leet may well have a certain Sum, as 10 s. *pro certo Leto*, of all the Resiants within his Leet, sometimes called *Capitagium*, and sometimes *Certum Letæ*: And this might have a reasonable Commencement when the Lord purchased the Leet for the Ease of the Resiants, so that they need not go to the Sheriff's Turn, but make their Suits real at the Lord's Leet. And in this Case the Issue was, Whether the Plaintiff was a Chief Pledge in the Court-Leet? And special Verdict was, That the Plaintiff was Resiant; and that he was

Amercia-
ment.

certified at the said Leet to be a Chief Pledge by the Chief Pledges of the Leet: But he made Default, and was amerced 6s. 8d. *Per Cur'*, They cannot adjudge him a Chief Pledge upon this Verdict: The Return of a Constable, or the Presentment of a Jury, in a Court-Leet, cannot make a Man a Chief Pledge.

Fine.

It's resolved in *Gresley's Case*, That if any Disturbance or Contempt be committed in a Court of Record, that the Judges may impose upon the Offenders a reasonable Fine; and a Leet is a Court of Record, and the Steward is Judge, and in such Case he may impose a Fine; as if a Bailiff of a Leet refuse to execute his Office; so if a Tything-man refuse to make Presentment in a Leet; so if a Jury-man in a Leet depart without giving his Verdict.

Their Dif-
ference.

2. It was resolv'd, That the Fine imposed on *T. K.* for refusing to be Constable when elected, need not be assayed, and there is a Difference between a Fine and Amerciament: For a Fine is always assessed *per Court*; but Amerciament is assessed by the Country, *i. e. per Jury*; and Amerciaments ought to be assayed, *i. e. taxed*: As, if the Plaintiff or Defendant be nonsuited, or if Judgment be given against the Tenant or Defendant, as upon a Misappearance, because the principal Party does not appear; or upon the Plaintiff, *Quia non est prosecut.* or *pro falso clamore*, &c. The Justices never assess any Amerciaments; but by the Statutes they ought to be assessed, *per pares*; but

but the Court in such Cases saith, *Ideo in mia* generally, and the Clerk of the Warrants makes Estreats of these Amerciaments, and delivers them to the Clerk of the Assize in every Circuit, to deliver them to the Coroners in every County to asseer, *i. e.* to assess; and such Assessment by them is held to be a good Satisfaction of the Statute of *Magna Charta*, for that they are thought most indifferent, being chosen by all the County: So if *A.* be amerced upon a Presentment for not repairing a Bridge or Highway in a Leet, it shall be asseered.

Amerciaments
estreated.

But if a Jury or a Leet tax an Amerciament, this is sufficient without any Asserment. And another Diversity is to be observed; if one be convict before the Sheriff in the County of a Recaption, he shall be but amerced, because the County-Court is no Court of Reward: But if he be convict of it in the Common-Pleas, he shall be fined.

3. For Amerciaments by the Jury for Things done out of Court; Distress is incident, *de communi Jure*: And so it is for Fines for Offences done in Court.

It was resolved in *Godfrey's Case*, 11 Rep. 1. Where Juries in a Court-Leet contemptuously refuse to present the *Certum Letæ* 10 s. and the Steward imposeth a Fine of 5 l. upon them; that this Fine imposed upon them jointly was not good, but it ought to have been several upon them, for the Refusal was several. In a Plaint sued by Two; if they are nonsuited, the Amercia-

ment shall be several, and when Judgment is given in *B. R.* or *B. C.* against Two, & *ideo in mia*; yet when this is affeered by the Coroners *in Pais*, the Amerciament shall be upon them severally. But in some Cases, the Fine or Amerciament shall be imposed upon divers jointly, as upon a County, Hundred, Town, &c. For Escape of a Murderer, because of the Uncertainty of the Persons, and for Infiniteness of the Number.

Courts-Leet may fine, but not imprison; some Courts may neither fine nor imprison, but amerce; as Courts-Baron, County and Hundred Courts, they not being Courts of Record; for Amerciament in a Court-Baron, the Lord shall not distrain without Prescription. *Dyer* 322. But for Fine and all other Amerciaments in the Leet, Distress is incident of common Right.

A Man was amerced in a Court-Leet for receiving and keeping one in his House, who was not sworn to the King; and *per Cur.* No Goods shall be distrained for this Amerciament, but only the proper Goods of the Party amerced, although the Goods of others were *Levant and Couchant* on the Ground. The Prior of *Tindal* was amerced, and another Man's Goods were taken and distrained on the Ground of the Prior for the said Amerciament, and the Distress was not well taken, for a Fine and Amerciament are collateral Duties, and attend upon, and do not charge the Soil, 41 *Ed.* 3. *Co.* 26.

W. brought Trespafs against *L.* The Defendant justified that the Plaintiff was a common Baker dwelling in *T.* in the County of *N.* and that it was presented in a Leet, that he had sold Bread against the Assize in *Locus vicinis*; whereupon he was amerced, and by Amerciament assereed to 10 s. and that by Precept out of Court, he did distrain the Plaintiff, and the Court gave Judgment for the Plaintiff, for that it did not appear that the Offence was committed within the Jurisdiction of the Leet, which should have been specially pleaded, and the Plea is absurd: For it is said, he was amerced, without saying what, and that the Amerciament was assereed to; and the Jury must amerce to a certain Sum, which may be mitigated and assereed by others, Assereing. *Hob.* 127. *Wilson* and *Harding*.

In Trespafs for taking Goods, the Defendant justifies as Bailiff of the Bishop of *London*, who prescribes for the Goods of any Person amerced within the said Manor, that are on the Lands of such Person, and shews not what Estate he had, and this must at least be intended the Freehold, and the Distress is taken on a Tenant of the Party amerced. But the Prescription was to distrain by his Bailiff of the Manor, and here it's said only, the Defendant *ut Ballivus Episcopi*, and saith not *Manerii*: For which Cause *Jones* demurred, and this Defect was incurable, but [*ut Ballivus*], tho' similitudinary, is sufficient. Also this Offence is intended in Courts-Baron, being Incroachment

ment on Lord's Waste by the Building a Cottage. It was also held by the Court, that Prescription to sell a Stranger's Goods is ill; but only to distrain, is well enough. Also this Justification ought to sever, at which Court, whether at the Leet or Court-Baron, the Offence was done; and not to say generally, *ad Curiam visis, &c. & Baronis, &c.* And a Pain cannot be laid on a private Trespass to the Lord, *contra* on a Nuisance; but if this concern all the Tenants, a Pain may be set; as, on digging in a Common, which must be intended by a Tenant, not a Stranger, which owed no Duty to the Lord, *P. 16 Car. 2. B. R. Partridge and Walker.*

Council moved to quash a Presentment in the Leet for digging Coney-burroughs, which is not enquirable, and the concluding, *Ad commune nocumentum*, is not sufficient. *Keeling* agreed, they cannot amerce upon Presentments of Incroachments on the Waste, for such Enquiries are only to inform the Lord against whom to bring his Action; yet if any Man hath Common in another's Warren, the Owner of the Warren can dig no new Coney-burroughs, and so it hath been adjudged; but because this was at a Presentment at a Court-Leet and Court-Baron, and doth not distinguish at which, it's ill and void, although it conclude, *Ad commune nocumentum. Per tot Cur.* and *per Keeling C. J.* An Amerciament for a Trespass on the Soil of the Lord is not affeerable; but Amerciaments for other Trespasses on the

the Common are; and *per Cur.* it was quash'd, 18 and 19 Car. 2. *Hale. B. R. the King and Ayres. Vid. 11 Cok. Gresley's Case.*

Error of a Judgment in *Norwich* on *Indebitat. assump. pro 30 s. and Mutuatus* for 11 d. Costs, and assigned that as to Part, the Judgment was *pro* Defendant, *quod eat inde sine Die*, and the Plaintiff was not amerced, which was Error. 20 Car. 2. *Trin. B. R. Goodman and Bloforld.*

In Trespass, the Defendant justified by Amerciament in a Court Leet, which was assferred to 5 l. and for that he took the Coach and Horses. The Plaintiff traverseth, that she is not bound to repair the Way *ratione tenuræ*, in Default whereof the Distress was taken; Judgment *Si le* Plaintiff, *ab actione precludi debet.* The Plaintiff demurs specially; *per Cur.* it's ill, it should be Judgment *& damna sua sibi adjudicari.* It was excepted, That no Time was given to pay the Fine, *sed non allocatur.* This need not be shewed in Justification, and the Court agreed the Traverse good, and that a Lessee for Years cannot be bound *ratione tenuræ*; for this goeth to the Inheritance: But this Charge may go along with the House, but then it must be specially found who hath the Inheritance, and who the particular Estate, *Trin. Car. 2. B. R. Broughton and Bennel.*

Council excepted to a Presentment in a Leet for erecting a Cottage, not averring that there is no Land laid to it, nor *contra formam Statuti*, and it's no Offence at
Com-

Common Law, therefore they cannot amerce by Affeeror's, otherwise than on the Statute which was agreed *per Cur.* and that this lies not at the Common Law, nor is Four Acres of Copyhold sufficient within the Statute; but being for incroaching so many Foot, and erecting a Cottage *ad Commune nocumentum*, *per Cur.* it's well as to this, not as to the Cottage only. *Hill. 22 and 23 Car. 2. B. R.* the King against *Dickenson*.

It was excepted to a Presentment in a Leet, being only said to such a Sum, but not amerced to any Sum certain; but *per Cur.* the Jurors can only ascertain it, and not the Affeerors, *Hob. 129. contra.*

2. It was for incroaching on a Close of the Queen Mother's, *Ad commune nocumentum dicte dom. Regine dotisse & Inhabitantium ville præd.* which *per Cur.* is ill; but on publick Nuisance, a Pain may be set on Default of Abatement of the Nuisance by a Day; for this is but on Information of the Lord, and no Amerciament can be set, and so it was quash'd, *Hill. 21, 22 Car. 2. B. R.*

In Debt for Amerciament in a Court-Leet, for not appearing on Affeerment to 40s. to which the Defendant demurred: 1. Because it's said the Leet was granted by *K. James*, and that the Defendant is a Tenant, and holds by Suit and Service, which is impossible that a Tenure can be created since that Time. 2. The Amerciament is but by a Jury of Seven, which *per Cur.* is ill, and must be by Twelve. 3. It's said *Affeerunt*, not said by whom, nor

Amercia-
ment must be
by Twelve.

nor *ad eandem Curiam*, which *per Cur.* is ill, and must be Twelve. *M. 26 Car. 2. B. R. Cutler and Creswick.*

In Debt for Fine assessed *ad Curiam visus Frank-plegii, & Baronis*: For that the Defendant put on his Hat in Presence and Contempt of the Lord and Court, and said, he cared not what the Court could do, and hindred the Business of the Court, and *Male indecore & inciviliter se gessit*; for all which, one Fine was assess'd generally, and good, and though none of the Causes alone may not be sufficient, yet all are; and to say in a Court of Record, he cared not what they would do, in Contempt thereof, is finable. 2. It was demurred to, because it's said, such a Day the Lord was seized, and the Defendant resident, and that *infra mensem Michaeli* he held a Court, & *quod ad tunc & ibid.* the Defendant in Contempt, &c. and there is no Day of holding the Court set; but it being *Octob. 8.* the Lord was seized, and the Defendant resident, *Quod ad istud idem diem scilicet 8 Oct. ad Cur. visus pleg. tent. infra mensem Michaeli*, is well enough; but all agreed a Day is necessary, *Hill. 14, 15 Car. 2. B. R. Rathbors and Cox.*

Of Herriots. The Original.

The Normans upon Parcelling their Lands out to inferior Tenants, invented this Service, and termed it *Herriot Service*; and afterwards, upon Infranchisement of their

Of Courts-Leet,

their Villains, *Herriot* Customs were given to Lords for a future continued Gratuity, and so originally they were *ex Gratia*, but now *de Jure*.

It is the best Beast (or other Thing) that the Tenant hath at the Time of his Death, and this shall be paid before a Mortuary.

*There are Two Sorts of Herriots;
By Service, and by Custom.*

Herriot Service is generally express'd in a Man's Grant or Deed, by which it is reserved in these Words, or to this Effect; *Ac etiam per servitium reddendi post mortem cujuslibet tenentis deceden seisset optimum animal.* 1 *Anderson* 278, 279. But *Herriot* Custom is only due by Custom, Time out of Mind, and may be paid after the Death of Tenant for Life. *Term. Leg.*

Herriot Service is extinct per Purchase of Parcel, but not a *Herriot* Custom, 1 *Inst.* 149. *b.*

It hath been a great Question in our Books, whether the Lord may seize for *Herriot* Service; but it is agreed by all, that he must seize for *Herriot* Custom, and may distrain for *Herriot* Service, *Plo.* 96. *a.*

Now in the Case of *Woodland* against *Mantel*, it is said, the Lord may seize for *Herriot*-Service, but 1 *Anderson* 298, 299. in *Odeham* and *Smith's* Case, saith, he ought to distrain, and not to seize; so is *Serjeant Bendlow*, p. 18, 39. But the Law is settled in *Cr. Car.* 260. *Major* and *Brandwood*; and that

Whether the
Lord may
seize for *Her-
riot* Service.

that it is at the Lord's Election either to seize or distrain for it, tho' the Pleading seems to justify the Distinction; for in Replevin, if one justify for *Herriot Custom*, it's no Plea for the Plaintiff to say, That the Place where is *Hors de son Fee*; for that he claims this *Herriot* as his proper Goods, and may seize it wherever he finds it, *Bendl.* 18, 39. for the Lord may seize for an *Herriot Custom* in the Highway, 2 *Inst.* 132.

Customs as to Herriots, what are good or not:

The Custom was, That if the best Beast be eloigned, then the Lord had used to seize and take the best Beast of any other, being *Levant* and *Couchant* upon the Land: This was held to be a void and unreasonable Custom. So it is if it be the Goods of any Inhabitant or Dweller. *Dyer* 179. *b.* *Paxton's Case.* *Ben.* 39. *Coke Ent.* 666.

The Custom of having an *Herriot*, whether the Man had Goods or not, is a void Custom. *Carter's Rep.* 86.

A Custom, that the Lord shall seize the Beasts of a Stranger for an *Herriot*; it is not good, because it alters the Property.

But a Custom, that he shall distrain the Goods, in such a Case it's good, because it is but a Pledge. 2 *Leon.* 725. *Parker's Case.*

Who shall pay an Herriot, and when or not.

Where many purchase Lands jointly, an *Herriot* shall not be paid till after the Death of the Survivor. 8 *Rep.* 105.

If

If by Custom a Copyholder dies seized, he shall pay an *Herriot* to the Lord; and after the Copyholder is disseized, if he dies during the Disseisin, yet he shall pay an *Herriot* within this Custom, for he was Tenant in Right notwithstanding the Disseisin. 2 Roll. Abr. 72. *Nepis's Case*.

Lease is made to *A.* for 99 Years, if *B.* *C.* and *D.* or any of them, so long shall live, to commence after a Determination of a former Lease, rendring Rent after the Commencement of the Term, *Ac etiam post mortem B. C. and D. respectivè*, for an *Herriot* 3*l.* *B.* dies before the Determination of the first Term, and the Lessee brings Debt for 3*l.* for an *Herriot*. *Per Cur'*, No *Herriot* is due, because coupled with a Rent, and no Rent is due during the *Inter esse termini*, but both begin together, *Sid.* 437. *Hagon and Carve*.

Lease is made for 99 Years, if *J. S.* live so long, to commence after the Determination of a former Lease to *Sibel*, if *Sibel* lived so long, *reddendo 40 s. per Annum*, and 3*l.* in the Name of an *Herriot*, *post mortem* of each *Cestui que vie*. *Per Cur'*, The *Herriot* ought not to be paid till the Lease come in Possession, which is not till *Sibel* die, at which Time the second Lease takes Effect. And this shall follow: The Nature of the Rent being in Company with such Rents and Services as are to be only done when the Lease comes into Possession; and the Lease to the Lessee for 99 Years is but a future Interest, where the Lessee hath no Re-

Reversion, nor the Lessee any Term therein; and the *Reddendo* is a Reservation, and therefore cannot take Effect till there is a Reversion. But *Keeling contra*, this being a Sum in Gross; and here is an express Agreement, to pay after the Death of either of the Parties, and Agreement may reach Payment as well on Contingency, as where the Party hath Interest. 1 *Keb.* 677. The same Case with the precedent.

Who shall have an Herriot.

A. is Copyholder for Life of Lands *herriotable* by the Custom if he died seized, and the Lord grants the Freehold of the Copyhold to *B.* for 99 Years, if *A.* the Copyholder so long lives, the Remainder to *A.* for 1000 Years, and afterward *A.* assigns his Lease of 1000 Years to *C.* and afterwards *A.* makes *F.* his Executor, and dies seized. *Per Cur'*, *C.* the Assignee of 1000 Years shall not have an *Herriot*, because at the Time of the Death of *A.* when the *Herriot* became due, he was not Lord, but had only a future Interest; and if any *Herriot* be to be paid, the Executor of *A.* or the Lord in Fee, shall have it, 2 *Roll. Ab.* 72. *Norris's Case.* This Case in *March* is reported thus: The Lord granted the Seignior for 99 Years, if the Tenant should so long live, and after he made a Lease for 1000 Years; the Tenant for Life is disseised, (or more properly ousted), and died. Two Points are resolved: 1. An *Herriot*

was

was to be paid, notwithstanding the Tenant did not die seized, because had the Estate in Right, and might have seized.

2. He in the Remainder for Years shall not have it: Their Reason was, Because Tenant for Life was not the Tenant of him who had the future Interest of 4000 Years, but of him who had the Interest for 99 Years. But the Court was not agreed, that the Grantee for 99 Years should have the Herriot: The Reason of the Doubt was, Because that *eo Instanti* the Tenant dies, *eodem Instanti* the Grant for 99 Years determined.

A Bishop is seized of the Manor of *D.* and he lets 20 Acres of it to *A.* and *B.* during the Lives of their three Children, rendring 21 s. *per Annum*, and also paying and delivering to the Bishop and his Successors two of the best Beasts on the Death of every *Cestui que vie*; the Bishop after lets all the Manor to *W.* rendring the ancient Rent: One of the *Cestui que vie* dies, the Question was, Whether the Herriot belongs to the Bishop, or to *W.* *Per Cur'*, The Rent issues out of the entire Manor. 2. That the Herriot reserved shall go with the Reversion.

Winch 46, 57. Bishop of Gloucester against Wood.

Where Herriot shall be appropriated or not.

By the Act of the { Lord,
or
Tenant.

Lord and Tenant by Fealty and *Herriot*-Service; and the Lord purchaseth Part of the Land, the *Herriot* Service is extinct, because it is intire valuable: *Aliter* of *Herriot* Custom; for if the Custom of a Manor be, That upon the Death of every Tenant of the Manor that die seized of any Land holden of the said Manor, the Lord shall have an *Herriot*; although the Lord purchase Parcel of the Tenant, yet the Lord shall have an *Herriot* by the Custom of the Manor for the Residue; for he remains Tenant to the Lord, and the Custom extends to every Tenant. 1 Rep. 149. 6 Rep. 1, 2. 8 Rep. 105.

Feme by Custom is to have a Moiety by Survivor, and if *Herriot* be to be paid for Whole, if it be Part surrender'd, both shall pay *Herriots*. 1 Keb. 356.

Act of the Tenant.

If a Tenant alien Parcel of the Tenancy entire Services as Homage Fealty, *Herriot* shall be multiplied *Solida a singulis perstantur*.

If any Tenant who holds by an *Herriot* alien Parcel of the Land to another, each of
K them

them is chargeable to me with an *Herriot*, because it is entire; and though the Tenant purchase the Land back again, I shall have of him for every Portion an *Herriot*. 6 Rep. 1. 8 Rep. 107.

Copyhold was held by Rent, and *Herriot* upon Alienation and Surrender; Copyholder alien Part of his Copyhold to one, and Part to another, and retains Part in his Hands, and surrenders to the Use of the Alienees: *Per Cur'*; The Lord shall have an *Herriot* upon every Alienation in case of a Copyholder, as well as at Common Law. If they should not be multiply'd, it would be in the Power of the Tenant to defraud the Lord by Alienation of Parcels: And in this Case the Alienor pays the *Herriot*, because he continues Tenant, and upon every Alienation afterwards by the Alienees, they shall pay it. *Palm.* 342. Sir Francis Snagg against Fox. 1 Keb. 357.

In what Case the Lord shall have his Herriot.

If a Copyholder being sick in his Bed doth surrender into the Hands of Two Tenants, &c. to the Use of his eldest Son in Fee, and dies before Surrender is presented in Court, the Lord must have an *Herriot*: If Surrender had been presented in Court, and Admission before the Father's Death, *aliter*.

If an *Herriot* is due to the Lord upon Descent only, and a Surrender is made by a Copyholder unto the Use of his Heirs in full

full Court, and the eldest Son is admitted Tenant accordingly, and the Father dies, the Lord shall have no *Herriot*.

Of Common, and Commoners.

Tenants in ancient Demesne may join in a Claim for Common, &c. because the King cannot claim for them, but other Men; if Copyholders, they must only join who are Tenants to one Lord, and the Lord must prescribe for him and his Tenants. ¹ *Jones Rep.* 276, 286. All the Inhabitants of *Egham-Forest* joined to have Claim for all Cattle commonable. *Per Cur'*, They ought not to have joined in one Claim.

Inclosure.

A Man had Coppice within a Forest in which others have Common, and he rents the Coppice, and encloseth it according to the Statute 27 *Ed.* 4. which gives Liberty to inclose for seven Years; this shall not exclude the Commoner. *W. Jones.* 235.

In Action of Trespass the Defendant saith, That one had had Common there, and such a one, and such a one; and he as Servant to one put in a Beast, and as a Servant to the second put in two Beasts, and as a Servant to a third put in the Remnant: This is good, and not double. *Aliter* if he had said, he as their Servant put in the Beasts. But when one, as Supervisor of a Common, by the Custom of the Manor

Of Courts-Leet,

takes Beasts which surcharge the Common, and impounds them, he shall not avow, but justify in Replevin; for he had not any Interest, nor ought to have Return. 15 H. 7. 10. 7 E. 4. 29.

Approvement.

Before the Statute of *Merton*, c. 4. at Common Law the Lord could not approve, because the Common issued out of the whole Waste, and every Part thereof, except in case of Common appendant; but by this Act he may approve against a Tenant that has Common of Pasture appendant, although the Common appendant be without a certain Number, as to have sufficient Pasture for Beasts. *Quantum pertinet ad tenementa sua.*

By the Statute of *W. 2.* If Persons unknown in the Night, or otherwise, so secretly prostrate the Hedges, Ditches, &c. so as the Lord cannot know against whom to bring his Affize or other Action, and the Men of the Towns next adjoining do not indict the Misdoers, those next Towns shall be obliged to make the Hedge or Ditch at their own Cost, and yield Damages to the Lord, and they have a Year and a Day for the indicting of them; and by the Indictment, the Lord shall know against whom to bring his Action; and if they do not, the Lord shall bring his Action on this Statute against them. 1 *Rolls Rep.* Sir *John Proctor* and *Mallory*. Cro. Car. 28. 439. 1 *Keb.* 827. Debt

Debt for 4s. 6d. for Breach of a By-Law made at a Leet, which claims Custom to make By-Laws for using and regulating their Common: Exceptions to it were,

1. It is not said, *Usi fuerunt; sed non allocatur*, for *Constituti fuerunt* such By Laws is sufficient.
2. There should be Prescription for the Penalty as well as the By-Law, 5 Rep. Clerk's Case, *Sed non allocatur*, for the Law that allows the Prescription, allows the Penalty, and the Remedy is by Debt, but other Remedies as by Distress must be prescribed for.
3. The Penalty is given to the Lord, and so it must for the King, nor none else can have it, 21 H. 7. of impounding Cattle. And as to the Matter, *Weild* said, Had it been by a proper Hand, it had been good: And though the Leet originally have nothing to do with Common, yet by Custom as here laid, it may have such a Jurisdiction, and the Judges ought to support and favour it, because else they strike at a Fundamental; as to Fines, this hath common Usage in most Leets, 2 Cro. 313. *Hudson and Dufferld*. But admitting at Common Law they could not make By-Laws, yet this Custom may make it good, and may have reasonable Commencement; for at the first Purchase and Settlement of the Common it may be intended all Parties agreed to the By-Laws, for it should be at the Leet, 5 Rep. *Jeffery's Case*. *Archer ad idem*. There had been no Doubt of Courts-Baron, 1 Cr. 491. Also Leets in Gross cannot meddle with Common; but

such Leets as these that appertained to Hundreds, with Privilege by Custom to govern, is sufficient to give Jurisdiction, *Roll. 545. Tirrell*; That the Custom is not good, it's against the Nature of Leets to meddle with Common, and a Court-Baron may as well be intitled to Pleas of the Crown; and if a Leet may thus make one By-Law, a Court-Baron may make another, and then which shall be obeyed; and the Case put must be understood where Courts-Leet and Courts-Baron are held together. But Judgment *pro Quer. Trin. 20 Car. 2. B. C. E. of Exeter* against *Smith*.

Surveyor of
Fields, how
justly to di-
strain for
Damage-fea-
sant or Com-
mon.

In Replevin for taking three Cows at *B.* The Defendant *Cognovit captionem*; for that the Place where is Parcel of the Manor of *B.* being Waste, and that there were an Hundred Copyholders there, who had Common there, and shews a Custom, that they choose every Year a Surveyor of their Fields, who used to distrain there Cattle Damage-feasant; whereupon *Cognovit Actionem*, and prayed a Return. Upon the Demurrer it was adjudged, that this Avowry was not good; for though they had such a Custom to make a Surveyor, and that they might distrain Damage-feasant, yet that ought to be in the Name of him who hath the Freehold, and of some Commoner, and not in his own Right. So ought the common Pinder. *Cro. Jac. 436. Stephens and Keblethwait*.

A Common divided shall be ratable; so that the Land in which, &c. shall not be surcharged. *1 Inst. 66.*

In Action of Trespass, the Defendant pleads he was the Queen's Bailiff of her Manor of B. and that at such a Court, holden before one J. S. Steward, there it was presented, That the Plaintiff being Tenant of the said Manor, had surcharged the Common, for which he was amerced to 6 s. 8 d. which was assented by J. S. and J. M. Tenants there, and for that Amerciament he distrained. *Per Cur'*, *Quod Presentat fuit* is good, though he does not alledge *ipso facto* that he surcharged, being pleaded by the Bailiff, to whom it sufficeth to take Cognizance of the Presentment, and no more, and *Non refert* as to him, whether it be true or not.

Distress by a Bailiff not having a Warrant.

And the Amerciament being assessed by the Steward is well enough, though not by the Suitors, it being the common Course, and Distress is incident to it. But *per Cur'*, This Distress by a Bailiff not having a Warrant to do it by Estreat or otherwise is not lawful, for he cannot distrain *ex Officio*. *Cro. El.* 748. *Rowleston* and *Alman's Case*.

Ordinances to regulate Common.

Ordinances and By-Laws by Custom for preserving the Common is good; and this is not to take away the Inheritance, but the regulating of the Common. In *Replevin*, the Defendant made Cognizance as Bailiff

By-Laws pro-
claimed in
Court.

to Sir J. S. for that the said Sir J. was seized in Fee of the Manor of S. whereof a great Waste called K. is, &c. Parcel; and that the said Sir J. S. and all these, &c. have had in the said Waste a Court, to be holden twice every Year by the Steward of the Manor, in which Court, upon reasonable Summons, all the Commoners within the said Common have used to appear, &c. and that within the said Manor is such a Custom, that the Steward should out of the Commoners choose a Jury to enquire of Purprestures and Misesances within the said Common; and that the Jury had used to make Ordinances concerning the well using of the Common; and that all those who had Common had used to be obedient to the Performance of those Ordinances under a reasonable Pain to be set down by the Jury, for which Pains forfeited, the Lords of the Manor have used to distrain; and alledgeth *in facto*, That at such a Court a By-Law was made by such, being Jurors, whereby it was order'd that no Commoner should keep any Sheep in the Bounds under the Meere, upon Pain of 3 s. 4 d. and for keeping Sheep against this Ordinance, and Penalty forfeited, he distrained. The Plaintiff demurr'd. *Per Cur'*, It is a good By-Law, and it being proclaimed in Court, as was alledg'd in the Plea, he being a Commoner is bound to take Notice of it, and none else need to give him Notice, and what is made by the Homage, and not by the Lord or Steward, the Commoners are bound to

to take Notice of, *Jones Rep.* 421. *Cr. Car.* 499. *1 Roll. Abr.* 365. *James and Tirney.*

Cases between the Lord and Commoner.

If the Lord surcharge the Common, the Commoner may not chase the Beasts, but shall have an Action on the Case, which is a sufficient Remedy; but the Beasts of a Stranger he may distrain Damage-feasant, or chase them out of the Common: For a Stranger hath no Colour to have his Beasts there, *Godb.* 182.

If the Lord surcharge the Common, the Commoner shall have Affize or Action on the Case, not Admeasurement, *Fitz.* 125. a.

If the Lord surcharge the Common with Conies, the Commoner in Trespass cannot justify his Entry to chase and take them: For a Commoner cannot be his own Judge, for he has his Action on the Case; and tho' the Owner of the Soil had no Property in the Conies, yet so long as they are on his Land, he has Possession of them, which is good against the Commoner. *Relv.* 104. *2 Leon.* 201, 202. *Cr. Jac.* 195.

If the Lord make a Pond on the Common, if the Commoner have Common sufficient left, it's good, *2 Bulst.* 116.

Pond made by the Lord on the Common.

Action on the Case by a Commoner for eating up his Common; *per Cur.* a Tenant of the Manor may prescribe to have the sole Common for their Horses in a Meadow after the Grass is cut, and made into Grass-

Grass-Cocks, to bind or keep their Horses there, so that they do not meddle with the Hay till *Lammas-day*, and after *Lammas-day*, for all commonable Beasts *Levant* and *Couchant* upon their Tenants at large, without carrying till *Lady-day* in *Lent* yearly, as to their Tenant-appleyning, excluding the Lord of the Meadow and Manor to have any Common or Pasture there for this Time, he having the sole Herbage until *Lammas*, or Share until the Cutting, if he will keep it for Hay, 2 *Roll. Abr.* 267. *Wheatland* and *Sir Rob. Pain*.

If the Owner of the Soil ploweth the Land, and sow the Land, yet the Commoner may put in his Cattle and claim again the Common, and he may well justify the same, because the Wrong begins in the Owner of the Soil, 2 *Leon* 201.

One grants Common in such a Place, where, &c. by this the Grantee may use all the Common, and if the Grantor erect a Stack of Hay upon Part of the Place, where, &c. and the Commoners Beasts eat the Hay, it is justifiable, and the Grantor cannot chase the Beasts. The Beasts may range all over the Place; otherwise by such Means he may defeat his own Grant, and by the same Reason that he may erect one Stack, he may erect Twenty, *Nelv.* p. 201. *Fermore* and *Hunt*.

The Lord may not dig Pits in the Common, and if he do, the Commoner may bring Action on the Case; for the Statute saith,

saith, other manner of Improvement, viz.
By Enclosure, 1 Sid. 106. Gee and Cother.

Attachment.

Council moved for Attachment against B. that by Process out of the Hundred-Court, B. had attached a Flock of Sheep, which *per Cur.* hath been often ruled as unreasonable, and can be but of one Thing, and the Value 5 s. is sufficient for an Appearance, and taking more is illegal; also driving them into a Franchise, and there attaching them was another Contempt, and Attachment was awarded, *M. 24 Car. 2. B. R. Matthews and Gage.*

In Trespass, the Defendant justifies by *Le. vari fac'* awarded by the Steward, and sealed by him in an hundred Courts held before the Steward and Suitors, it's ill; it should be in an but the Sealing the Process by the Steward is sufficient.

Upon Affidavit that the Debt was above 40 s. and splitted into several Actions in a Court-Baron, the Court awarded a Prohibition and Attachment.

The Court granted an Attachment against a Bailiff, who on a *Latitat* arrested J. S. and he being escaped, they distrained his Cattle, and no Pound being in the Hundred, they drove them into *Chichester*, and there attached them by Custom on a Plaint in that Franchise, and would not suffer Replevin of them, and altho' he were
no

Of Courts-Leet,

no Attorney, yet this being an Oppression to the People, it was granted; as also because such Beasts in the Pound cannot be attach'd; and by *Windbam*, This is an usual trick to defeat the Jurisdiction of this Court, and Bailiffs drive them by Night into such Franchises, and tho' the Party had brought Trespass, which is yet depending for this illegal Distress, yet the Court granted it on Motion, *M. 6 Car. 2. B. R. the King against Cumber.*

Escheat.

If divers Copyholds escheat to the Lord, and he regrants them to another *Tenendum per antiqua Servitia, &c.* they shall be severally held as they were before the Escheat, *4 Rep. 27.* and the Fines shall be severally assess'd, as *Hubart and Hammond's Case, 4 Rep. 28.* and consequently the Forfeitures.

Copyhold escheated may be demised, notwithstanding the Lord's Continuance of it in his Hands above 20 Years. *2 Keb. 213. Pemble and Stern.*

After escheating it cannot properly be called a Copyhold, except it be because there is Power in the Lord to grant it as Copyhold, were it by Custom that the Wife shall be endowed of the Moiety or Intirety, because the Custom as to her is extinct. *2 Sid. 19.*

If the Tenant be attainted of High-Treason, the King shall have the Escheat of whom.

whomsoever he held; but if the Escheat be for Felony, the Lord shall have the Land.

The King's Copyholder is attainted of Felony, whereby his Copyhold escheats, the Steward may grant this over *ex Officio* without any especial Grant, for the Custom of the Manor warrants the Steward of the Manor for the Time being to grant it, and the Custom binds the King and his Successors, yet it is his Duty before he make any such Grant, to inform the Lord Treasurer, &c. 4 Rep. 30. Harris and Jay.

Of Surrenders.

A Surrender is a giving up of the Land by the Tenant to the Lord, according to the Custom of the Manor, to the Use of him that is to have the Estate. The Form of Entry, *vide infra*, and the Surrender is to this Intent, that the Lord should not be a Stranger to his Tenant.

In the Grant of a Reversion, Attornment is not necessary for a Copyholder, it's like an Estate raised by Uses.

1. It is the general Custom of the Realm, that every Copyholder may surrender in Court, and need not alledge any Custom therefore: And so if out of Court, he surrender into the Hands of the Lord himself, he need not in Pleading alledge any Custom; but if he surrender out of Court into the

the Hands of the Lord, by the Hands of Two or Three Copyholders, or by the Hand of the Bailiff, &c. these Customs are particular, and therefore he must plead them, 1 *Inst.* 59. a.

2. Copyholds cannot be surrendred, but by actual Surrender in Court, and not by a Surrender in Law; therefore if a Copyholder in Fee take the same Land of the Lord by other Copy for Life, this is not any Surrender or Determination of his Copyhold-Inheritance, 1 *Roll. Abr.* 501.

Copyhold-Land cannot well pass by any other Word than *Sursumreddidit*; if it pass in the Court by the Words, Give, Grant, Bargain and Sell, this will not so pass it, but the Heir of the Copyholder shall avoid it.

Out of Court. A Surrender into the Hands of Two Tenants, they are but Instruments, and a Surrender out of Court, if it be duly done, is as good as a Surrender in Court.

Copyholder may surrender out of Court into the Hands of the Lord by the Hands of Two or Three Copyholders, or of the Bailiff or Reeve; but this cannot be without particular Custom, and must be so pleaded, 1 *Inst.* 59.

The Steward of a Manor may take a Surrender of a Copyhold out of the Manor, *M. 13 Jac. B. R. Housley and Wild.*

Out of the Manor.

If he who ought to surrender cannot come in Person into Court to surrender, being in Prison, the Lord of the Manor may appoint a special Steward to go to the Prison

Prison and take the Surrender, 1 Leon. 36.
So if a Copyholder be in *extremis*.

By Letter of Attorney.

A Surrender by Letter of Attorney to Two Customary Tenants out of Court, is good. But such Attorneys ought to pursue the Manner and Form of the Surrender in all Points according to Custom, as the Copyholder himself ought to have done, as if it is the Custom to do it by the Rod, &c.

The Form of the Letter of Attorney.

That the Copyholder doth constitute, *W. T. and E. A.* Two Copyhold-Tenants of the Manor of, &c. his lawful Attorneys to surrender *vice & nomine suo*, to the Lord of the Manor, 10 Acres, &c. to the Use of *J. N.* and his Heirs, and after at a Court held in the Manor, 8 July, &c. the said Attorneys, *Tunc tenentes Dom. per Copiam Rotlor. Cur. & in ead. Cur. ostenderunt scrip. præd. geren. dat. præd. 12 die Nov. &c. Et iidem W. & E. autoritate eis per prædict. literam per Attornat dat in Plena Curia sursumreddidit. in manus Dom. præd. &c. acras, &c. ad opus & usum, &c.* Now the Attorney must do the Act in the Name of him who gives the Authority, as it is in *Brownl. 94.* The Letter of Attorney must say for him, and in his Name, yet the Entry aforesaid is good; for it is *W. &c. E. Sursumreddidit. & Autoritate eis dat.* which is as much as if they

they had said *Suum*: Or, We as Attorneys of, &c. Surrender.

Harvy, Justice, said, He knew it to be adjudged, that a Surrender of a Messuage and Three Acres, would pass more Acres, if divers Copies have it so successively; he means, if the Word *cum pertinentiis* be in, *Het. p. 2.*

Copyholder in Fee surrendred his Lands into the Hands of the Lord, without saying to whose Use the Surrender shall be, and at next Court the said Copyholder was admitted *habere* to him and his Wife in Tail Remainder to his right Heirs: *Per Cur.* the subsequent Act shall explain the Surrender, and when the Copyholder accepted a new Admittance, the Law intends the Surrender was made to such an Use as is specified in the Admittance. *Pop. 125, 126. Cr. Jac. 434. Brook's Case.*

Copyholder surrenders to the Use of *M.* and *R.* without Limitation of any Estate, they shall only have it for their Lives; and in such Case, if the Lord make Admittance, and deliver Seisin to *M.* and *R.* and the Heirs of *R.* this is only an Admittance for Term of their Lives, the Reversion over to *R.* who made the Surrender, for the Lord is but an Instrument, 4 *Rep. 27. Bunting's Case.*

Surrender to the Use of an Infant in *Ventre sa Mere*, is good.

One Copyholder may surrender to the Use of another, upon Condition, if the Copyholder pay to the Surrenderer, &c.
ad

ad Domum suam Mansionalem, that then the Surrender shall be void, 5 Rep. 114.

A Surrender to *J. S.* *J. S.* surrenders it to a Stranger, who is admitted; the Stranger takes nothing, for *J. S.* had no Estate before Admittance, and the Right and Possession still remained in him who surrendred, and this shall descend to his Heir; but an Heir to whom a Copyhold descends, or comes in Remainder, he may surrender before Admittance, because he is in by Course of Law, for the Custom which makes him Heir to the Estate, casts the Possession to him from his Ancestor; but a Stranger to whom the Copyholder surrendred, had nothing in him before Admittance, because he is a Purchaser, and the Copy made to him upon his Admittance, is his Evidence by the Custom, and before this he is no Customary Tenant, and so can transfer nothing to another, *Yelv.* 144, 145. *Wilson and Weddel. Cr. Fac.* 36. *Joyner's Case.*

Copyholders Baron and Feme to them, and the Heirs of the Husband, the Husband dies, the Heir may surrender his Reversion into the Hands of Two Tenants out of Court (if the Custom be so) before any Admittance, and during the Life of the Wife, and it's a good Surrender; for the Reversion was cast upon him before any Admittance, 1 *Roll. Abr.* 499. *Culchin's Case.*

If a Disseisor or a Feoffee of a Disseisor, or any other who hath a tortious or defeasible Estate, hold Courts, and make any voluntary

luntary Grant upon Escheat, or Forfeiture of a Copyhold; such voluntary Grant shall not bind him that had Right, when he shall recontinue the Manor by Action or Entry: But if such Lord who had a tortious or defeasible Estate admit any upon a Surrender made to the Use of another, or give Admittance to the Heir upon a Descent, such Admittance shall be good, for such Acts are lawful, and *Quodammodo judiciales*, 4 Rep. 23. b. Clark and Pennyf.

A Tenant out of Court cannot take a Surrender of a Feme-Covert; for that she is secretly to be examined by the Steward. *Totbil*, p. 108.

A Surrender is not countermanded by the Death of the Surrenderor before Presentment, 4 Rep. 29.

A Copyholder surrenders to the Use of *A.* in Trust, that he shall hold the Land until he hath levied certain Money, and that afterwards he shall surrender to the Use of *B.* The Moneys are levied, *A.* is required to surrender to the Use of *B.* He refuseth. *B.* exhibits a Bill to the Lord of the Manor against *A.* that he shall surrender; he refuseth: Now the Lord may seize and admit *B.* to the Copyhold, for he in such Case is Chancellor in his own Court. 1 Leon. 2. Or Relief may be had in Chancery. *Vide post*. 154, 155.

Present.

Presentment.

If the Surrender be made out of Court into the Hands of the Lord himself, which the general Custom will warrant, or into the Hands of the Bailiff, or of Two Tenants of the Manor, (which is warrantable only by special Custom) there must be a true Presentment of the Surrender in Court by the same Persons into whose Hands the Surrender was made, and the Admittance of the Lord must be according to the Effect and Tenor of the Surrender and Presentment. It is not an effectual Surrender till it be presented in Court; and therefore in Action on the Case on *Assumpsit*, in Consideration that the Plaintiff would surrender to the Defendant and his Heirs a Copyhold, according to the Custom of the Manor, the Defendant assumed to pay 500*l.* and for Breach of this Promise the Plaintiff brings the Action, and had a Verdict; but Judgment was arrested, because the Consideration on the Plaintiff's Part was not performed, for the Consideration was, that he should surrender the Copyhold to the Defendant and his Heirs, and he hath alledged the Surrender to be into the Hands of a Copyhold-Tenant of the Manor to the Use of the Defendant, which is no surrender, until it be presented at the next Court; and so it is uncertain whether it shall take effect or not, *Stiles* 256. *Shoen's Case*.

The *Presentment* by the general Custom of Manors is to be made the next Court-Day after the Surrender; but by special Custom it may be at the Second or Third Day after; and by *Roll*, in *Jay's Case*, *Stiles* 275. there is no certain Time for the *Presentment*, but as the Custom is, so that it be in the Life of the Tenant, and made by the same Persons that took the Surrender, and, in Points material, according to the true Tenor of the Surrender.

If one surrender out of Court, and die before *Presentment*; if *Presentment* be made after his Death, it is good. 4 *Rep.* 29. *Bunting's Case*.

If *Cestui que vie*, (that is) he to whose Use the Surrender is made, dieth before *Presentment*, yet upon *Presentment* made after his Death, his Heir shall be admitted. *Stiles* 145. *Barker and Denham*.

Surrenderor dies before Admittance, his Heir may be admitted, 2 *Sid.* 38. 61. for he is in by the Surrender, and not by the Admittance. And when a Surrender is made to the Use of a Will, the Fee-Simple remains in the Surrenderor, and not in the Lord, *Li.* 4. 23, 28, *b.* 29.

The Custom is, That the Surrender should be presented at next Court, otherwise it should be void. One surrenders his Copyhold into the Hands of Two Tenants out of Court, upon Condition of Payment of Money *July* 25. after, to be void. After he surrenders out of Court to the Use of
J. S.

7. S. the Money was paid before the 25th Day of July; then he surrenders to the Use of a Third Person before the Payment at the next Court; the Two last Surrenders were presented, but not the first, and the Lord grants Admittances severally to these Two Persons: *Per Cur.* the second Surrender was good, for nothing by the Surrender out of Court was divested out of him that surrender'd, until the Surrender was presented; but he was absolute Owner to bring Trespass, or any other Action, and then that not being presented, and the second was presented, the first Surrender was void, and the second was good. *Jones 306. 1 Rol. Abr. 500. Burgess and Spurton. Gro. Car. 233, 283. same Case.*

Fines for Copyhold.

Fines due to the Lord upon Admittance, are not to be paid till Admittance, either upon a Surrender, or a Descent; for the Parties being admitted, intitles the Lord to a Fine, 4 *Rep.* 27.

It was the Opinion of Chief Justice Richardson, there is scarce a Copyholder in England, but the Fines are uncertain; for if the Rolls make it appear, that at any Time a greater or lesser Sum was paid for a Fine; this makes the Sum uncertain: The ordinary Course to search it, is by Bill in Chancery. *Litt. Rep.* 25. But Fines are certain in great Numbers of Manors. In *Allen and Abraham's Case*, 2 *Bulst.* 32. there is

Fines certain.

Diversity between Proof in case of Descent, and Purchase. The Case was, Upon Not guilty in Ejectment, the Matter upon the Issue was about the Custom of a Copyhold Manor, Whether the Copyholders upon their Admittances have used to pay Fines uncertain, at the Will of the Lord; or certain, that is, the Value of Two Years Rent? To prove the Fines uncertain, the Plaintiff shewed divers Court-Rolls of Admittances upon Surrenders, and that the Fines taken by the Lords were not certain, but sometimes one, and sometimes another: *Per Cur.* to prove a Custom for Uncertainty of Fines, and not to be certain, as Two Years Rent, &c. there ought to be Court-Rolls, and that in Cases of Descents, for in case of a Surrender or Purchase the Lord may take what Fine he will; but such Fines are no Proofs to prove taking uncertain Fines by the Custom, but the same ought to be in Cases of Descents.

Fines unreasonable.

But where Fines are uncertain, yet the Lord cannot exact excessive Fines; and if the Copyholder deny to pay it, it shall be determined by the Opinion of the Judges before whom the Matter depends, *1 Brownl. 186. 4 Rep. 27. 1 Inst. 59, 60. Hob. p. 135.*

Copyholder brought Trespass against his Lord. The Defendant pleads, he had admitted the Copyholder, and had assessed a Fine of Twenty Nobles; and had appointed him to pay it to his Bailiff at his House within the Manor Three Months after, and alledged he had not paid it. The Plaintiff demurs,

demurs, for that the Lord had not averred, the Fine was reasonable: But *per Cur.* the Lord is not bound to aver it, but it must come on the Copyholder's Side to shew the Circumstances of the Case, to make it appear to the Court to be unreasonable; and so to put it upon the Judgment of the Court, the Copyholder, if he be Defendant, may plead Not guilty, and then it shall come in Evidence whether the Fine were reasonable or not; and if the Court, where the Cause dependeth, adjudgeth the Fine exacted unreasonable, then the Copyholder is not compellable to pay it, for all Excessiveness is abhorr'd in the Law.

Of Fines due by Copyholders to the Lord, some be by Change or Alteration of the Lord, and some by Change or Alteration of the Tenant.

If the Fine be due by the Alteration of the Lord, such Alteration must be by Act of God: For if the Lord do alledge a Custom within his Manor to have a Fine of every one of his Copyholds at the Alteration or Change of the Lord of the Manor, be it by Alienation, Demise, Death, or otherwise; this Custom is against the Law, as to the Change of the Lord by the Act of the Party, for by that Means the Copyholders should be oppressed by the Multitudes of Fines by the Lord's own Act, but where the Change groweth by the Act of God, as by the Death of the Lord, the Custom is good, 1 *Inst.* 59. b.

But it is a good Custom, that the Copyholder had used to pay a Fine upon every Alteration of the Tenant, either by the Act of God, or the Act of the Party. *id. ibid.*

Generally the Fine is to be assessed by the Lord, but in some Places the Custom is, That the succeeding Copyholder shall compound with the Lord for his Fine; and if he cannot compound, then the Homage of the Manor shall assess the Fine, as was the Case of *Ford and Hoskins. Cr. Jac. 368.*

Copyholder in Fee surrenders to the Use of another for Life, when the Lessee dies, he shall not pay a Fine for his Admittance to the Reversion, for this continues always in him. *4 Rep. 23. Fitch's Case.*

If Copyholder in Fee surrender to the Use of one for Life, the Remainder to another for Life, the Remainder to another in Fee, there is but one Fine due for the particular Estate, and the Remainders are but one Estate. *1 Rol. abr. 505.*

If the Fine be uncertain, Notice must be given before there is a Forfeiture; *alit.* if the Fine be certain, Time and Place must be ascertained, and Notice must be proved, *4 Rep. 27, 28.*

The Lord assesseth a Fine of 12 *l.* to be paid by a Copyholder, and appoints it to be paid at his capital Messuage of the Manor Three Months after, and the Copyholder pretending the Fine to be certain, *viz.* Two Years Quit-Rent offered at the Day of Assessing the Fine according to the Rent for Two Years, but at the Day appointed for

for the Payment thereof, cometh not thither to excuse his Non-payment, nor makes any other Refusal. *Per Cur.* this in Law is a Forfeiture of his Copyhold; but if he had come at the Day assigned for the Payment, and had then tendered the Two Years Quit-Rent, being the Fine certain, (tho' not the Fine assessed) it had been no Forfeiture.

It is adjudged in the Case of *Dalton and Hammond*, *More* 851. If the Fine be certain, the Tenant is to bring it with him into Court, and pay it before Admittance; and if he be not ready to pay it, it's a Forfeiture. *alio.* of the Refusal to pay an excessive Fine.

Where a Copyholder hath divers several Lands severally holden, by several Services by Copy, there the Lord may assess and demand Fines severally for every Parcel which is so severally held; for the Tenant may refuse to pay a Fine for the one, and so forfeit this, and yet pay the Fines for the others, and for every several Tenure the Lord ought to demand and assess a several Fine, 4 *Rep.* 28.

Note, Debt lies for the Lord against his Copyholder for the Fine. *Sid.* p. 58. *Wheeler* and *Honor*.

Of Copyholders being impleaded and impleadable in the Lord's Court.

Copyhold-Lands are as the Demesnes of the Manor, and are the Lord's Freehold;
and

and therefore are not impleadable; but in the Lord's Court. *Co. Fac. 559. Dimmock and Hilder.*

One recovered certain Copyhold Lands in the Court of the Lord of the Manor by Plaint, in the Nature of a Writ of Right: A Precept cannot be made and awarded out of the Court to execute the said Recovery, and to put him into Possession who recovered, with the *Posse Manerii*, for Force in such Case is not justifiable; but by Command out of the King's Courts he may. *3 Leon. 99.*

A Woman recovered Dower of a Copyhold within the Manor, and 40*l.* Damages, and she brought Debt for the Damages in *B. R. Per Cur'*, It lies not, because the Court-Baron cannot hold Plea, nor award Execution, of 40*l.* Damages, though the Damages were there well assessed; and no Writ of Error or Faux Judgment lies upon such a Recovery of a Copyhold, but only a Petition to the Lord of the Manor; so that Copyhold Plaints are not within the Jurisdiction of the Court of King's-Bench. *Moor, num. 559. Shaw and Tompson.*

If an erroneous Judgment be given in a Copyhold Court of a common Lord, in an Action in Nature of a Formedon, a Bill may be exhibited in Chancery in Nature of a Faux Judgment to reverse it, *1 Roll. Abr. 373. Pateshall's Case in Scaccario, 1 Inst. 64.* He cannot have the King's Writ of Faux Judgment in respect of the Baseness of the Estate and Tenure, being in the Eye of the Law but

but a Tenant at Will, and the Freehold being in another: But he may have a Petition to the Lord in the Nature of a Faux Judgment, and therein assign Errors, and have Remedy according to Law. 4 Rep. 21. *Brown's Case.*

Fenner said, He had seen a Record, 36 H. 8. where the Lord by Petition to him had for certain Errors in the Proceedings reversed such Judgment given in his own Court.

Real Plaints in the Lord's Courts are in this Form: *A. de B. queritur versus de C. de D. de placito terre videlicet de uno messuagio Quadragint acras terre, &c. cum pertin' & fecit protestationem sequi querelam tam in natura brevis Dom' Regis Assise mortis antecessoris ad Communem Legem aut in natura brevis de forma donationis in descendere ad communem Legem,* (and so the Nature of other Writ, *Plegii de prosequend', &c.*)

Forfeitures of Copyholds.

There are several Causes of Forfeitures, in respect, 1st, Of the Act or Operation of the Law. 2^{dly}, By Act of the Party, as *Nonfeasance*, or *Misfeasance*.

If a Copyholder be to pay a certain Rent yearly by his Copy to the Lord, and the Lord comes upon the Land, and demands the Rent at the Day, if the Copyholder being present refuseth to pay it, this is a Forfeiture; but if the Copyholder aver he hath not his Rent ready, this is not any Forfeiture,

1. Nonfeasance in Non-payment, &c.

ture, for the Lord may distrain, 1 *Roll. Abr.* 506. *Cro. El.* 505. There ought to be a Demand of the Copyholder to make a Demand, &c. Forfeiture: The Lord demanded the Rent of his Copyholder; and he answered, That he had it not with him then, but that he would pay it as soon as he could. The Lord said, Pay it at my House such a Day; which House was within the Manor. It was resolved, the first Words were not any Forfeiture; but when the Lord assigned him a Day certain, at which Day he pays it not, this Failure amounts to a wilful Refusal, and so was a Forfeiture; but had the Place been out of the Manor, it had been no Forfeiture. *Latch* 122. *Grey and Ulisses*.

Nonpayment of a Fine is no Forfeiture of a Copyhold Estate, unless there be a Demand and Denial of it: Also the Unreasonableness of a Fine must come on the Tenant's Part. *Hob.* 135.

Bargainee of a Manor by Deed indented and inrolled, shall not take Advantage of the Forfeiture of a Copyhold for Denial of Payment of Rent to him, without Notice given to the Copyholder of the Bargain and Sale: Agreed for Law in *Francis's Case*, 8 *Rep.* 92. *b.*

Copyholder, before any Rent due, saith, He will not pay any Rent to the Lord hereafter; or that when a Court is to be holden, that he will not appear to do any Suit at the Court of the Lord; these are no Forfeitures: But if his Rent being due, he denies it, or when the Court is holden, he saith,

saith, he will not do any Suit, the same is a Forfeiture. Sir Charles Halton's Case, cited 3 Leon. 108. Tavernor and Cromwel.

The Lord must demand a Fine of his Tenant at the Time it grows due, or some Time after, of the Person of his Tenants, or else it is no Forfeiture. Moor, num. 851. Dalton and Hammond. Cr. El. 779. where a Fine is certain, no Notice or Demand is necessary. 1 Keb. 154.

If a Fine by the Custom of the Manor be certain upon the Admittance of a Copyholder, if the Lord demand this Fine, and the Copyholder refuseth to pay it on Demand; this is a Forfeiture presently without Presentment. Aliter of a Fine uncertain, 1 Roll. Abr. 507.

The Lord comes to the Copyholder and requires him to do his Services, viz. such and such; and the Copyholder answers, You shall have them if they are due by Law, but it shall be tried at Law first. This was adjudged to be no Forfeiture. Latch 122.

The not appearing at Court is a Forfeiture. A Copyholder said, If it were a Court, he would appear; if none, he would not: Though this appear to be a Court, yet it's no Forfeiture, because it's no wilful Contempt. 1 Keb. 25.

If a Copyholder in Fee withdraw his Suit for many Years to the Court of the Lord, no Warning being alledged to be made by the Lord to him when he held his Courts, it's no Forfeiture, it is only a Negligence.

Aliter

Non-appearance at Court.

Warning.

Aliter if he had been warned, and then had refused. 1 *Roll. Rep.* 256. *Adam's Case*.

If the Copyholder doth not come to the Court of the Lord after a particular Summons made to their Persons, this was adjudg'd a Forfeiture without exprefs Refusal. *Noy* 5. 1 *Rep.* 429.

General Warning within the Parish is sufficient; for if the Tenant himself be not Resiant upon his Copyhold but elsewhere, his Farmer may send Notice to him of the Court. If a Man be so weak that he cannot travel without Danger, &c. or if he have a great Office, &c. these shall excuse his Non-appearance. 1 *Leon.* 104. Sir *John Branch's Case*.

The Custom was, If any Copyholder in Fee die seized, and his Heir comes not at the next Court, and claims the same Tenants, and prays to be admitted to them; then a publick Proclamation shall be made in full Court, that the Heir shall come to the Court to claim, and be admitted, and so at two other ensuing Courts the like Proclamation; and if the Heir come not, then the Lord to seize them as forfeited. *Per Cur'*, This Custom and Non-claim shall not foreclose the Heir which was beyond-Sea at the Time of the Proclamation made; for by Intendment of Law, he cannot have Notice: But if the Heir had been within the Realm at the Time of the first Proclamation, and after goes beyond Sea, the other Proclamation shall bind him, though he be beyond-Sea at the Time of the other Proclamations

mations made, for he shall not defeat the Lord by his own Act. 6 Rep. Sir R. Lechford's Case. Cr. Fac. 216.

Proclamation whereby the Lord claims Forfeiture ought to be proved *Viva voce*, and not only by the Court-Rolls. 1 Keb. 282.

If a Jury, or Homage of the Manor, after Oath taken to present the Articles of the Court, refuse to make Presentment according to their Oath, if they are Copyholders, this is a Forfeiture of their Estate. Dyer 211.

As to Misesances, what Acts made or done by a Copyholder shall be a Forfeiture. 2. Misesance.

Note, Every Act that makes a Forfeiture ought to be,

1. To the Disherison of the Lord.
2. A voluntary Act against the Custom; therefore a Trespass on the Demesne of the Lord is no Forfeiture.

For the Lord of a Manor to take Forfeiture by reason of a Lease not warranted, there ought to be direct Proof made of a Lease certain, with Beginning and Ending certain; and the Oath of a Stranger in the Lord's Court to the Homagers, that a Copyholder had made a Lease for 10 Years, that so the Homagers may find and present the Forfeiture, shall not be of Force, especially the Copyholder continuing in Possession, and dying seised of his Copyhold Estate. 1 Bulst. 189. Hamlen's Case.

Making Leases, &c.

If

If a Copyholder for Life agrees to make three several Leases by Indenture, the one to commence after the other, there being two Days, the End of the first, and the Commencement of the second, and so between the second and the third, and after he executed them at one Time, this is a Forfeiture; for this is apparent Fraud, and a greater Estate than one Year passeth presently. 1 *Roll. Abr.* 508.

A Lease for three Years by Parol is a Forfeiture, whether the Lessee enter or not, and this for the unlawful Contract made to the Disheisison of the Lord; and a Lease to commence at a Day to come, is a Forfeiture, because it is not avoidable by any of the Parties. *Moor* 508. *East* and *Harding. Hetly* 122.

A Lease for Years of Copyhold Land by Indenture or Parol is a Forfeiture, unless there be an expresse Custom to warrant it.

Surrender.

A Surrender by Tenant for Life to another in Fee is no Forfeiture. *Moor*, num. 983. *Oldcot's Case*.

Waste.

If a Copyholder commit Waste against the Custom of the Manor, it is a Forfeiture. 4 *Rep.* 2. *Clifton's Case*.

Negligent Waste is not a Forfeiture without a Custom, *Het.* 51. *Farmer* and *Ward*; and yet if a Copyholder suffer the House to decay, it's a Forfeiture, 1 *Roll. Abr.* 508. *Rastal* and *Turner. Aliter*, If a Stranger commit Waste without the Consent of the Copyholder. 4 *Rep.* 27. *Vide* 1 *Inst.* 53.

If

If a Copyholder fell Trees for the Reparation of the House, it is no Forfeiture; but an Act afterwards, as selling them, may work a Forfeiture. 7 Rep. 76.

If there be no Custom to the contrary, Waste either by Permission or Voluntary of a Copyholder is a Forfeiture. 1 Inst. 83.

If a Copyholder convert Part of the Land into a Piscary, it's a Forfeiture.

The Manuring of Land to Hop Ground, was agreed to be a Forfeiture.

Rescous by a Copyholder is a Forfeiture.

If a Copyholder bring a Replevin, it's a Forfeiture. 1 Roll. Rep. 48. Warn and Sawyer.

A Copyhold is not forfeited by Outlawry in a personal Action; for the Lord is not to be prejudiced by it, and yet the King shall have the Profits.

Feme Copyholder of Inheritance takes Acts of the Husband, Husband makes a Lease for Husband. Years, the Lord enters for a Forfeiture. Husband dies, Wife dies, the Heir of the Wife enters, and his Entry was adjudged lawful. Palm. 387. Savern and Smith. 2 Roll. 344.

If a Feme Copyholder for Life takes Husband, who commits a Waste, this shall bind the Wife; and the Difference as to this and the Husband's making a Lease is a Waste, the Forfeiture goes to the Inheritance of a Wife, which continued for ever. But in Savern and Smith's Case, Palm. 397. this Forfeiture determines with the Lease;

M

but

but if a Stranger commits Waste without the Assent of the Husband, it is no Forfeiture. *Per Dodderidge* : Where the Copyhold came to the Woman after Coverture, his Forfeiture shall not bind her; for then it cannot be said it was her Folly to take an Husband that would forfeit, &c. *Vide 4 Rep. 27. Clifton's Case.*

Who shall take a Forfeiture, and when.

Lessee for Years of a Manor shall take Advantage of a Forfeiture committed by a Copyholder.

If the Lord of a Copyholder for Life Lease the Copyhold for Years, to commence after the End, Forfeiture, or Determination of the Life, and after Tenant for Life commits a Forfeiture by making a Feoffment; if the Lord will not enter for the Forfeiture, the Lessee for Years may. *Roll. Abr. 858. Mere and Ridcall.*

Note, Presentment is not of Necessity, but the Lord may take Advantage of the Forfeiture before Presentment. *3 Keb. 681. Vide ante 148, & 157.*

Presentment is for the Lord's better Instruction of the Title, and to give the Lord Notice, and not to entitle him; he may take Notice of it if he will, without Presentment. *Latch 227.*

If a Copyholder make a Feoffment of one Acre of Land, Parcel of his Copyhold, all the Copyhold is not forfeited by this, but only this Acre, *41 El. B. R. Fuller and Terry.*
But

But if a Copyholder cuts down a Tree which grows upon one Acre of Land, Parcel of his Copyhold, this is a Forfeiture of all his Copyhold, for that the Trees are to be employed in Building and Reparation of the Houses, and by the making such Waste all the Copyhold is impaired. 3 *Keb.* 641. *Paschal* and *Wood*.

Tenant *per* Life, Remainder in Fee of a Copyhold: Tenant *pro* Life commits a Forfeiture by Waste, and the the Lord enters; this shall not bind him in Remainder, but the Lord shall hold it during the Life of Tenant *pro* *vie*.

If a Copyholder let for Years by the Licence of the Lord, and after the Lessee makes a Feoffment, this shall forfeit only his Estate, and not the Estate of the Copyholder. 1 *Roll. Abr.* 509.

A Copyholder for Life commits Felony, and is attainted thereof; he in Reversion enters, the Copyholder is pardoned: The Forfeiture is not to the Lord, but to him in the Reversion, because the Estate for Life was determined by the Attainder; for a Copyholder in the Eye of the Law is but a Tenant at Will, for by the Attainder he cannot hold an Estate; but of this Determination the Grantee in Reversion shall take the Advantage. 3 *Lev.* 94. *Vide* 1 *Lev.* 263. & *Lib.* 2. 107. a.

The Lord cannot seize for the Forfeiture of a Copyhold Estate without a Custom; but he may seize till the Heir comes of Age, without a Custom. 1 *Lev.* 63.

Upon a Forfeiture of a Copyhold, the Lord may grant the Copyhold before Seizure; because this is a Determination of the Will, and is immediately in the Lord as in his Reversion, 1 Lev. 26. *Vide* 3 Lev. 94.

Dominus pro tempore of any legal Title, although at Will, may admit a Copyholder after a Forfeiture, and it is good, for he may make voluntary Grants: But a Lord by Tort or Disseisin cannot by such Admittance purge the Forfeiture, as to the Interest of the rightful Lord. 1 Lev. 26, 27.

But a Lord, who is a Disseisor, may admit the Heir of a Copyholder upon a Discent, and it shall bind the rightful Lord.

What will extinguish a Copyhold.

A Lease for Years, or Life, will extinguish a Copyhold Estate: *Contra* of a Lease at Will.

If a Copyhold Estate be forfeited or escheat to the Lord, or otherwise come to the Lord's Hands, if the Lord leases it for Years or Life, this can never be granted again by Copy; but if the Lord keeps the Lands in his own Hands, or demises 'em at Will, he may in such Cases regrant 'em again at his Pleasure. *Li. 4. 31. a.*

OF THE
METHOD
 Of holding a
COURT-BARON
 FOR THE
Trial of Actions;

AND

*Of the First Process, Declarations,
 Pleadings, Judgment, and Execution,
 therein: Together with the Nature
 and Kinds of Actions usually there
 brought, and Variety of Precedents
 relating thereto.*

HAVING before treated of the
 Usual and Ordinary Business of
 Courts-Leet and Courts-Baron, I
 shall here subjoin some Observations touching
 the Extraordinary Business of a Court-Baron,
 viz. *The Method, of Trial of Causes therein:*

M 3

And

Of Courts-Leet,

And herein first observe, That Courts-Baron have generally a Power or Authority to determine Matters of *Meum & Tuum* arising within their Jurisdiction, as Debt or Contract, &c. where the Cause of Action is under 40 s. and where a Matter of Freehold is not in Question: Yet of late this Authority is seldom executed in some Manors; for that Courts-Baron, which at first were held every three Weeks, are now held no oftener than the Courts-Leet, *viz.* twice in the Year. But for that many Manors still retain their ancient Power and Authority in this Particular, I think it may be of some Use to lay before you the Method of Proceedings therein.

The Method of holding a Court-Baron for this Purpose is thus: First, enter the Stile of the Court, *viz.*

Man' de S. } **C**ur Baron C. D. Ar
in Com' D. } **C**uri Manii predict'
ibin tenth vicesimo die Septemb'ris
Anno Regni, &c. coram W. B. Senes-
challo Cur' Manerii predict'.

Then command the Bailiff to make Proclamation, (*i. e.* say *Oyes* twice) and then to say,

“ All Manner of Persons that have been
“ summoned to appear here this Day, or
“ have any Thing to do at this Court,
“ draw near, and give your Attendance.

Then

Then let the Bailiff make Proclamation again, *as before*, and say,

“ If any Man will enter any Complaints,
“ let them come forth, and they shall be
“ heard.

And if any appear, and make their Complaints, enter the same after the following Manner, leaving about a Thumb's Breadth or more between each Complaint, that so you may have Room to insert Appearances, Defaults, Amerciaments, &c.

A. B. queritur de C. D. placito Des-
biti 39 s. 11 d.

A. B. queritur de E. f. de placito
Crūsgr super Casum ad Dampnū
38 s. 10 d.

C. D. queritur de G. H. de placito
quod reddat bona & catalla ad va-
lenc 28 s.

H. I. queritur de J. S. de placito
Crūsgr & Insule, &c. ad Dampnū
30 s.

Having enter'd the Complaints, you are to call the Plaintiff three Times, thus:

“ A. B. appear, or thou losest thy
“ Complaint. [And so of the rest.]

If the Plaintiff appear by his Attorney, then enter the Warrant of Attorney, *viz.* his Name, or the two first Letters thereof, over the Name of the Plaintiff.

Then call the Defendant thus, three Times:

“ C. D. (or E. F. &c.) appear and answer to A. B. in an Action of Debt, (or Trespas on the Case, or Trover, &c. as the Case is) or thou forfeitest thy Goods distrained, and further Process will be awarded against thee.

If the Defendant appear, then enter his Appearance after the Plaint, viz. C. D. (or E. F. or G. H. &c.) *comperuit*.

Note, The Plaintiff hath Time to declare till the next Court-Day after the Defendant's Appearance; and the Defendant imparls until the next Court-Day after, when he is to plead, &c.

When the Defendant hath put in his Answer, if the Plaintiff join Issue thereupon, they may proceed to Trial the next Court-Day, viz. if they proceed not further by Replication, Rejoinder, Surrejoinder, Retter, Surrebutter.

If they be at Issue, then send out a *Venire facias*, directed to the Bailiff, to summon a Jury, thus:

Man' de S. } W. B. Seneschallus
in Com' D. }
libo ejusdem Manerii salutem. Tibi
Mando quod Venire fac duodecim
probos & legales homines de Balliva
tua, quod sint & compareant ad pror'
Curiam tenend' pro Manerio predict'
apud Domum Mansional' ibm die
Lune, &c. ad horam Octavam ante
Meri-

Meridiem ad triand tales separales
 Critus inter partes & partes quales
 ad tunc & ibm illis pzecept fuerint
 (or, ad triand Critus junct' inter
 A. B. Quer & C. D. Def' de placito
 Debiti, &c.) Et hoc nullatenus omit-
 tatis. Bar' apud S. predict' (tali
 Die).

Per W. B. Seneschall ibm.

And when the Pannel is return'd, enter
 on the Head thereof thus: Juratores in-
 ter A. B. Quer & C. D. Def' de pla-
 cito Debiti, (or as the Case is.)

When the Jury are brought to the Bar,
 bid the Bailiff make Proclamation (twice),
 and say,

" You good Men that be here impan-
 " nell'd, to try the Issue between A. B.
 " Plaintiff, and C. D. Defendant, answer
 " to your Names every Man at the first
 " Call, upon the Pain and Peril that shall
 " fall thereon.

If Twelve appear, then swear them one
 by one in this Manner :

" You shall well and truly try the Issue
 " joined between the Parties, (or between
 " A. B. Plaintiff, and C. D. Defendant)
 " according to your Evidence. So help
 " you God. [And so Kifs the Book.]

And as they are sworn, enter before eve-
 ry Man's Name, Jur, i. e. Juratus est;
 and being all sworn, bid them stand toge-
 ther, and hear their Evidence.

Then

Of Courts-Leet,

Then call the Witnesses, and as they appear to give Evidence, swear them severally, thus;

" The Evidence that you are to give to
" this Inquest, touching the Matter in
" Variance, shall be the Truth, the whole
" Truth, and nothing but the Truth. So
" *help you God.*

And after all the Evidence is given, then let the Jury depart to agree upon their Verdict; and when they are agreed, and return'd into Court, let the Bailiff call 'em over, and every Man answer to his Name distinctly.

Then ask them, If they are all agreed on their Verdict.

To which the Jury reply, *Yea.*

Who shall say for you?

Jury. The Foreman.

Then call the Plaintiff three Times, thus:

" *A. B.* appear, or thou lovest thy
" *Plaint.*

And upon the Plaintiff's Appearance, ask the Jury thus:

" *Gentlemen,* Do you find for the Plaintiff, or for the Defendant?

And if Jury reply, *For the Plaintiff*; then ask them, What Damage do you assess?

Jury reply, *Sixpence Damages.*

Then say, " Harken to your Verdict;
" you say you find for the Plaintiff, and
" assess Damages Six-pence, and Costs of
" Suit Six-pence, and so you say all.

The Jury reply, *Yea.*

Then

Then bid the Plaintiff pay the Jury, and so enter the Verdict.

And proceed to Trial of other Issues in like manner.

Note, If the Verdict find Matter uncertainly, it is insufficient, and no Judgment ought to be given thereupon; as if an Executor pleads *Plene Administravit*, and issue is joined thereupon, and the Jury find that the Defendant hath Goods in his Hands to be administred, but do not find of what Value; this is uncertain, and therefore insufficient.

Also a Verdict that finds Part of the Issue, and finds nothing for the Residue, is insufficient for the Whole; because they have not tried the whole Issue wherewith they stood charged: But if the Jury give a Verdict of the whole Issue, and of more, that which is more is only Surplusage, and shall not stay Judgment; for *Surplusagium non nocet*.

The Court being ended, adjourn it to another Day, when you intend it shall be kept; commanding the Bailiff to make Proclamation of Oyes, and to say,

“ All Manner of Persons that have any
 “ more to do at this Court, let 'em come
 “ forth, and they shall be heard; otherwise
 “ they and every one else may depart for
 “ this Time, and keep their Hour here on
 “ — day, the Fifth Day of — next,
 “ by 9 of the Clock in the Forenoon.

Note,

Note, After the Court is ended, the Defendant being condemn'd by Verdict, and the Judgment enter'd as aforesaid, a *Fieri Facias* shall then be awarded to levy the Condemnation, *i. e.* the Debt, Costs and Damages, on the Defendant's Goods: And his Goods shall be taken by Vertue thereof, and may be appraised and sold to satisfy the Plaintiff. And in case the Defendant hath no Goods whereupon Levy may be made, then the Plaintiff hath no Remedy in this Court, for it being no Court of Record, no *Capias* lies therein: But in such Case the Plaintiff may bring an Action of Debt at Common Law, and declare upon the Judgment recovered and entered in this Court.

Of the first Process of this Court, and subsequent Proceedings thereupon.

Summons.

The first Process here is a Precept taken out by the Plaintiff, for any Debt or Damages under Forty Shillings, arising within the Jurisdiction of the Court; which Precept is returnable at the next Court, and is a Summons for the Defendant then to appear and answer the Demand of the Plaintiff; and the Plaintiff is then to appear also by his Attorney. This Summons being duly served, if the Defendant does not appear accordingly, the Plaintiff may on Request have farther Process against him, *viz.* an Attachment or *Distingas* to attach his Goods; and if he appear not upon the first

Attachment,
&c.

Attach-

Attac
Alias
tum
in Pe
Actio
W
tiff i
shew
Com
what
or a
don
stain
or D
lings
in.
A
Plai
righ
self
cide
kno
per
and
A
as a
Co
pro
Ad
to
A
Th
sary
tain
the

Attachment, then the Plaintiff may have an *Alias*, and then a *Pluries*, and so *in infinitum* against him, until he do appear either in Person, or by Attorney, to answer the Action and defend the Suit.

When the Defendant appears, the Plaintiff is to file his Declaration, and therein shew his Cause of Action or Matter of Complaint, and at what Time, and in what Manner the Debt or Duty accrued, or at what Time and Place the Wrong was done, and shew the Damages he hath sustained by such Wrong; which Debt, Duty or Damages, must be laid under Forty Shillings, or this Court cannot proceed therein.

And herein let the Attorney for the Plaintiff be diligent and careful in taking right and full Instructions, and inform himself of every Thing which is materially incident to his Client's Case, that so he may know what manner of Action is most proper to be brought, and how to proceed in, and manage the same.

A Declaration is sometimes call'd a *Count*, Count. as a Count in Debt, a Count in Trespass, a Count in Slander, &c. But a Count is more properly used in real than in personal Actions; and a Declaration more applied to personal than real Actions.

A Declaration ought not to shew any Thing by Implication; and what is necessary to maintain the Action, must be certainly and expressly alledged therein; and therefore, if an Action of the Case be brought

brought upon an *Assumpsit*, the Plaintiff must declare upon the whole Promise made, and not upon any Part thereof in certain, shewing the rest by Implication, for such Declaration is not good.

In Time, &c. Also if the Declaration suppose the Action to be brought before the Cause of Action accrued, the Defendant may take Advantage thereof, by Demurring thereto; but if a Trespass be done the Fourth of *May*, and the Declaration suppose it done the First or Fifth of *May*, when indeed no Trespass was done, yet if upon Evidence it appears to be done before the Action brought, it sufficeth, 19 H. 6. 47. 5 E. 4. 5. 21 E. 4. 66.

**After the
Action ac-
crued.**

Therefore in Actions of Debt upon *Emisset* for Wares sold, or for Money or other Things lent, or upon an *Infimul computasset*, or Trespass, Battery, or Action on the Case, &c. you are not tied to lay the certain Day in your Declaration, but may lay it at any Time after the Cause of Action accrued. And *Littleton* says, That the Jury may find the Defendant guilty at another Day than the Plaintiff supposeth; for the Law more respects the Effect and Substance of the Matter, than every Nicety of Form and Circumstance.

**Words super-
fluous, &c.**

If there be Words in a Declaration which have no Signification, and are superfluous, the Words shall be adjudg'd to be void Words, and shall not hurt, but be taken as if they had been wholly left out of the Declaration, *Superflua enim non nocent*.

If

If the Plaintiff do alter his Declaration after Plea pleaded, the Defendant may alter his Plea, for by the Amendment of the Declaration it may be so altered in Matter, that it may require a different Answer from what was formerly pleaded; and in that Case, if the Defendant could not amend his Plea, he might be trick'd for Want of a good Plea. Declaration amended.

It has been accustomed in many Places in Actions of Debt here, for the Plaintiff to file a Declaration according to the Cause of Action; and after the Third Attachment for the Defendants not appearing to sue out a *Venditioni exponas*, to sell such Goods as have been taken upon the Three Attachments: Which is done for this Reason, That when the Defendant will not appear, the Plaintiff may receive the Value of the Goods distrain'd towards Satisfaction of his Debt and Costs; for else the Goods would remain in the Bailiff's Hands, and the Plaintiff have no Benefit by the said Attachment. The Form of the *Venditioni exponas* may be thus: *Venditioni exponas.*

Manerium **W.** B. Seneschallus
de S. Manerii pd' Bal-
libo ejusdem Manerii Saltm. Man-
do tibi qd unum Juvencum (Anglice,
a Steer) per te capt. & appetiat ad
Viginti Solidos de Bonis & Catal-
lis C. D. venditioni exponas, Et qd
idem Juvencus Attachiat fuit ad
sectam A. B. in placito Debiti super
demandi,

demand, de trigintis & novem solidorum & ad Curiam istam tene die — Et. predictus C. D. licet secundum Consuetudinem hujus Curie solempniter exactus fuit non comperuit per qd secundum Consuetud ejusdem Curie a tempore cujus contrarii memoria hominum non existit idem Juvencus forisfactus est, & qd denarios illos habeas ad proximam Curiam ibidem tenens die — Et. pr' futur ad satisfaciend' prefato A. B. de debito p'dicto. Et habeas ibi hoc preceptum, & qualiter Executionem inde fecisti. Dat' sub sigillo meo (tali Die & Anno).

Per W. T. Seneschall ibm.

Non suit.

Costs taxed.

In what Cases.

If after the first Process of Summons is executed the Defendant appears, and the next Court after gives a Rule to declare, and the Plaintiff doth not file his Declaration within the Time, then upon such Default the Plaintiff is nonsuited, and the Defendant may have his Costs to be taxed by the Steward, for which Taxing there is nothing due to the Steward, but he receives Two Shillings for entring the Judgment, and Two Shillings more for the Execution.

In every Case where the Plaintiff may have Costs against the Defendant, there if the Plaintiff be nonsuit, or a Verdict pass against him, the Defendant shall have his Costs, as in Debt, Trespass, Covenant by Specialty or upon Contract, Actions upon the

the Case or upon the Statute, for personal Wrongs. But Executors or Administrators shall not pay Costs, either upon Nonsuit or Verdict, because their Actions are not founded upon Debts or Contracts made to themselves: But if they bring Actions for Things done to themselves, as for taking away of Goods from them, &c. and they be nonsuit, or Verdict be against them, in such Case they shall pay Costs.

After the Plaintiff hath appeared, and the *Impar lance*. Declaration is filed, upon the Appearance of the Defendant an *Impar lance* is to be entered. An *Impar lance* is, when the Defendant being to answer the Suit or Action of the Plaintiff, desireth some Time of Respite, the better to advise himself of what he is to plead in Answer, and which in Law is nothing else but a Continuance of the Cause over to a further Day, at the Request of the Defendant.

But a *Continuance* is properly when a Suit *Continuance*. is commenced, and the Plaintiff hath declared, He must continue his Suit from Court-Day to Court-Day, or else the adverse Party may take Advantage of it; this being only the Proroguing of a Suit from Time to Time to keep it in being, and is by the Act or Order of the Court, and sometimes by Agreement of the Attorneys on both Sides.

A *Dies Datus* is when a further Day is *Dies Datus*. given by the Court, either to the Plaintiff to put in his Declaration, or to the Defendant to put in his Answer. The Rule or Day given is usually the next Court-Day,

N

but

but if there be then Occasion, Fourteen Days more, or longer Time, may be given, and this is always the Act of the Court.

Pleadings.

As to Pleadings, observe, That the next Court after the Declaration filed by the Plaintiff, and an Imparlance given to the Defendant, the Defendant is to put in his Plea or Answer which he pleadeth or saith in Bar, or to avoid the Action of the Plaintiff, either by Confessing and Avoiding, or Traversing and Denying the material Parts thereof: To make this Plea legal, it must be full and perfect in Answer to the Declaration, for a defective or insufficient Plea is in Law no Plea.

The Method and Order.

And *Note*, in good Pleadings the Law requires Four Things, *viz.* Verity, Certainty, Order, and Congruity, and in some Cases and Actions the Manner and Form is to be observ'd; also in good Pleading this Method is requisite, *1st*. To plead to the Jurisdiction of the Court. *2^{dly}*. To the Person of the Plaintiff or Defendant. *3^{dly}*. To the Count or Declaration. *4^{thly}*. To the Writ. *5^{thly}*. To the Action of the Writ: And, *6^{thly}*. To the Action it self in Bar thereof. The Five former are commonly called Pleas in *Abatement*, and the latter a Plea in *Bar*.

In Abatement.

Of the Writ.

The Causes of Abatement of the Writ are, when the Plaintiff or Defendant is dead; Want of sufficient Matter in the Declaration, or not certainly alledg'd; the Name or Place of the Plaintiff or Defendant mistaken; Variance between the Writ,

Specialty

Specialty and Record; apparent Repugnancy in the Writ, Count, or Declaration; but not after Impar lance you cannot plead in Abatement.

If you plead Disability in the Person, as Person. that the Plaintiff is an Alien, or outlaw'd, or attainted, &c. before you except to the Jurisdiction of the Court, as that the Cause is Jurisdiction. of Right triable in another Court, you cannot afterwards plead to the Jurisdiction, for a Plea to the Jurisdiction ought to be first pleaded.

The Person himself must plead *Misnoſmer* *Misnoſmer*. of himself or Place of Residence, by coming personally into Court; for a Plea of *Misnoſmer* ought not to be pleaded by Attorney.

The Defendant's Plea must answer to Demurrer. every particular Part of the Plaintiff's Declaration, otherwise it is good Cause of (a general) Demurrer.

If the Defendant can have no Advantage Pleas in Bar. by Pleading in Abatement, or by Demurring, he may afterwards plead in Bar of the Plaintiff's Action, viz. a Release, Acquittance, Acceptance of other Things, Tender of Amends, Concord or Accord, Arbitrament, former Judgment or Recovery, Statute of Limitations, Disability of the Plaintiff, Privilege of the Defendant.

If an Issue be not joined upon the Defendant's Answer or Plea in Bar, then the Plaintiff is to file his Replication to the Plea or Answer of the Defendant, which

Replication must affirm and pursue the Declaration.

Rejoinder.

Then the Defendant must put in his Rejoinder to the Plaintiff's Replication, wherein the Defendant must pursue and confirm his former Plea; for every Replication ought to have Two Properties specially, *viz.* to follow and enforce the Matter of the Plea in Bar, and sufficiently to answer the Plaintiff's Replication.

Surrejoinder.

And if the Parties be not at Issue by reason of some new Matter disclos'd or propos'd in the Defendant's Rejoinder, then the Plaintiff may surrejoin to the Defendant's Rejoinder; which Surrejoinder is a second Defence of the Plaintiff's Declaration, and opposes the Defendant's Rejoinder.

Rebutter, &c.

To which Surrejoinder the Defendant may put in a Rebutter, and if new Matter be offered in such Rebutter, the Plaintiff may put in a Surrebutter thereto; and the Rebutter is to follow and enforce the Rejoinder, and the Surrebutter to enforce the Surrejoinder, and answer the Rebutter. But 'tis very rare that any Cause proceeds as far as a Rebutter before an Issue in Fact, or a Demurrer in Law be joined, the former being to be determined by a Jury, and the latter by the Court.

Demurrer.

For whenever the Council of the one Party are of Opinion, that the Declaration or Plea of the adverse Party is insufficient in Law, then he demurreth or abideth in Law, and referreth the same (the Facts being

ing agreed on both Sides) to the Judgment of the Court, to know what the Law is thereupon. Now there is no Demurrer in Law, but when the same is joined, and Joinder. therefore when a Demurrer is offered by the one Party, as is aforesaid, the other Party is to join with him (except he will amend on Payment of Costs), and thereupon the Demurrer is said to be joined, and then the Cause is to be argued by the Council on both Sides in open Court.

When the Declaration, Plea, Replica- Amendment. tion or Rejoinder, &c. are defective or mistaken in some Circumstance of Time or Place, it may be remedied by Consent of the Court or Parties, or by Motion to the Steward, (without Costs.)

It sometimes happens, that a Judgment is obtain'd without referring the Matter in Controversy, either to the Court or a Jury; and such Judgments are usually by *Non sum informatus*, or *Nihil dicit*.

A *Non sum informatus* is a formal Answer *Non sum Infor-* made of Course by the Defendant's At- *matus.* torney, whereby he says he is not informed what Plea to plead to the Declaration, and so leaves his Client undefended, and thereupon Judgment passes for the adverse Party. A *Nihil dicit* is when a *Nihil dicit.* Day is assigned for the Defendant to put in his Plea to the Plaintiff's Declaration, at which Day, if the Defendant does not plead accordingly, Judgment shall pass against him, *Quia nihil dicit*, i. e. because he says nothing to the contrary.

Damages.

For wrongful Vexation, Extortion, Sheriff not acquitting the King's Debtors, Sheriff's Estreats unseal'd, forcible Entries, suffering Buildings to be in decay, Waste, Distress wrongfully taken, Rescous, &c. *treble Damages* are to be given: In Debt, Trespass, Ejectment, Nuisance, Covenant, &c. *Costs and Damages*. Substraction or not setting out of Tythes on *Stat. Ed. 6. treble Value*, and no Costs nor Damages. In Account, no Damages nor Costs. In Detinue, the Value of the Thing detained, and Costs and Damages. In Replevin, Damages and Costs, &c.

Trial by Proviso.

Where the Plaintiff will not try his Cause in due Time, the Defendant may try it by Proviso, on giving the Plaintiff Notice, and so be freed from the Trouble and Charge of attending the same.

New Trial.

If the Court do believe that the Jury have given a Verdict against the Evidence in any Cause, they may order a new Trial to be on Payment of Costs. And *Note*, In an Action of Debt, the Jury may find Part paid against the Plaintiff, and Part unpaid against the Defendant.

Verdict, &c.

One Witness is good in all Cases for the Queen, (*Quære*) but there must be Two for a Subject, and the Oath of the Plaintiff will be taken before the Oath for the Defendant, if there be only Oath for Oath. *See* *vide Title Evidence*, and Witnesses *infra*.

Prohibition.

If a Contract for above 40 s. be severed into several Sums, in order to bring the Matter within the Jurisdiction of any inferior

rior Court, and they proceed to try the Cause there; a Prohibition out of the *Queen's-Bench* will lie to stop them from proceeding to Judgment, &c. Also, if in the Judgment given in an inferior Court they do not aver that the Cause arose within the Jurisdiction of the Court, a Prohibition will go, and is in Nature of a Writ of Error.

Of the Nature and Kinds of Actions usually brought in this Court, and of Pleadings and other Incidents relating thereto.

An Action in general, is said to be either a legal Complaint of Injury receiv'd, and this is called *Actio quia agitur de injuria*, or it is *Jus prosequendi in judicio quod sibi debetur*, i. e. A Form of Suit given by Law to recover a Thing we have a Right unto: But as the former Definition seems more directly to relate to Criminal, so the later refers only to Civil Actions; and therefore to include both, we may define it to be a legal Complaint of Injury received, or Right withheld.

Actions in general are of Two Kinds, Criminal and Civil; and Civil Actions are again commonly subdivided into Five Kinds, viz. Real, Personal, Mix'd, Penal and Popular. A real Action, is that whereby a Demandant claims Title to have a Freehold in any Lands, Tenements, Rents or Commons in Fee Simple, Fee-Tail, or for Life. A personal Action, is that which one Man

Actions in general.

Their Kinds;

And Definition.

Real.

Personal.

Mix'd.

Penal.

Popular.

have against another by reason of any Contract for Money or Goods, or for any Offence done by him or some other, for whose Act he is answerable. Action mix'd, is that where not only the Thing it self being a real Thing in demand is to be recovered, but also Damages for the Wrong done; and it is called Mix'd, as having a Respect both to the Thing and to the Person. *Actions Penal*, and *Actions Popular*, are both founded on some Statute, whereby some Action is given that lay not before; as where one commits Perjury to the Prejudice of another, he who is endamaged shall have a Writ upon the Statute, and Damages upon his Case; and the Difference between an Action on the Statute and an Action Popular, is where the Statute gives the Action to the Party grieved, or to any one Person or Body in certain, that is called an Action on the Statute: But where a Penalty is given by a Statute, and Authority to every one that will to sue for the same, that is term'd an Action popular.

Also an Action penal aims at some Penalty or Punishment in the Party sued, be it corporal or pecuniary.

Local and
Transitory.

And *Note*, All real and mix'd Actions, as Waste, Ejectment, &c. are local, and must be laid in the same County where the Lands lie; but all personal Actions wherein Damages only are to be recovered, as Debt, Detinue, Assault, Annuity, Account, &c. may be brought in any County or Place, for they are transitory. Yet 'tis most advise-

adviseable to lay 'em in the proper County. But all Actions brought in this Court must be laid within the Jurisdiction.

The particular Actions usually here Particular brought are, Actions of Debt, Case, Slan- Actions. der, Trespass, Battery, Detinue, Trover and Waste.

An Action of Debt lies where any Sum 1. Debt. of Money is due to a Man by reason of any Account stated, Bargain, Contract, Obligation, or other Specialty to be paid at a certain Day, and which is not paid.

Whilst an Account is current, there lies only an Action of Account; but when it is stated under Hand, and the Ballance agreed, then it turns to an Action of Debt for the Ballance.

If a Man makes another his General Receiver, who receiveth Money and makes an Acquittance, but payeth not the Money to his Master, yet that Payment dischargeth the Debtor; and the Master can have only an Action of Account against the Receiver.

An Acquittance is a good Bar of the Action, tho' nothing be paid.

Payment on a single Obligation or Bill, requires an Acquittance to be a Bar; but in Obligations with Conditions, no Acquittance is necessary.

Note, A Demand must be made before the Action be brought, in all Debts, unless upon Bond; and altho' there is a Limitation of Time for demanding and recovering of

of Book Debts, &c. yet there is no Limitation in Case of Specialties, as Bonds, &c.

Payment of Principal and Interest due upon a Bond, is a good Discharge and Bar, tho' it be not done exactly at the Time limited; and it shall be deemed a full Satisfaction and Performance, if such Principal and Interest be brought into Court.

Money paid to any Person which has the Bond and endors'd thereupon, is a good Payment, and shall conclude the Creditor; but it is good to see that such Person has the Creditor's Authority to receive it; for otherwise, if he breaks, &c. it may be unsafe, and occasion a Suit in Equity.

Upon a single Bill to pay Money at several Days, or upon a Lease of personal Things, or Rent payable at several Days, an Action will not lie for the same till all the Days are past: But by Recognizance, Special Condition of an Obligation, or special Reservation of Rent, or any real Things, an Action lies upon every Breach of Promise.

A Statute, Judgment or Recognizance, may have present Execution taken out without further Suit, as a present Duty, which a Bond or other Thing not recorded cannot.

Where a Lessee for Years holds over his Term, or takes a new Term, the Lessor may not distrain his Cattle for Rent due before his first Term was expired; but he might bring an Action of Debt upon the Cove-

Covenant; but this is now altered by Stat:
8 *Annæ*, cap. 17.

An Heir has no Benefit of Money lent on Mortgage, &c. by his Ancestor, unless the Word *Heirs* be contained in it; for as an Heir is not obliged to pay Money of his Ancestors unless he be particularly named, so he cannot be enabled to receive the Money lent by his Ancestor unless he be named also.

A Man ought not to take more than 6 l. per Cent. for Money lent, if he does, it is Usury and Extortion, and he forfeits treble the Value; and *Interest of Money*, without saying what Interest, shall be intended 6 l. per Cent. per Annum.

A Husband shall be charged with the Debts of his Wife only during her Life; and if a Man die without receiving a Debt due to the Wife, the Wife shall have the Action, and not the Husband's Executors.

On Contracts or Bargains, a Man may keep his Goods until he has his Money, but no longer; and if you agree to give me so much for a Thing, and do not give it me presently, I may avoid the Bargain, and sell it to another.

The Husband shall not be charged with the Contract of the Wife, unless he give her Authority to do it; and a Man shall be charged in Debt for the Contract of his Bailiff, Servant, or Wife, where he giveth them Authority to buy or sell for him. And where Goods are sold by the Servant; in Debt, it is supposed they were bought of the Master,

Master, and he may bring his Action for the Money.

But for Felony, Battery, Breach of the Peace, &c. or for Money receiv'd or borrowed by the Servant to his own Use, the Master is not answerable, unless it was done by his Command, or by Authority from him.

Per Stat. 29 Car. 2. Of Frauds, &c. No Action shall be brought to charge any Executor or Administrator upon any special Promise to answer Damages out of his own Estate, or to charge the Defendant upon any special Promise, to answer the Debt of another Person, or to charge any Person upon any Agreement made upon Consideration of Marriage, or upon any Contract or Sale of Lands or Interest therein, or upon any Agreement not to be perform'd within a Year, unless such Agreement or some *Memorandum* thereof be in Writing, and signed by the Party charged, or some other Person by him authorized.

Nor any Contract for the Sale of Goods to the Value of 10*l.* or upwards, without accepting of the Goods sold, or giving something in Earnest, or some Writing or *Memorandum* thereof be signed by the Parties or their Agents lawfully authorized thereunto.

If Executors bring an Action, it must be in all their Names, altho' some of them refuse the Office; but if an Action be against them, it must be laid only against such of them as do administer. And an Executor must

must pay all Debts before Legacies, and that in the Order following, *viz.*

He may pay his own Debt first, then Debts to the Queen; Debts on Record by Judgments, Statute or Recognizance entered into by the Deceased; Debts due by Obligations, Penal Bills, Rents of Leases, Servants and Workmens Wages, Debts on Shop-Books and verbal Contracts; and if the Executor pays any of these last before the former, he is liable to all, even out of his own Estate, for Want of Assets; but if there be enough left to pay all the Debts, he may do it in what Order he pleases.

An Infant may be obliged to pay for Meat, Drink, Clothes, Physick, Teaching and such like Necessaries as are proper and fitting for his Quality. Where an Infant sues, he may do it either by *Prochein amy*, or Guardian; but where he defends, it must be by Guardian only, for he can neither sue nor defend (alone) by Attorney.

Two Persons jointly Trading, one of them is answerable for the Debt of both in case one of them goes aside, or fails.

For a Debt on simple Contract, &c. it is the safest Way to bring an Action on the Case, if the Cause of Action will bear it, and then the Defendant can't wage his Law, and if you can prove the Money lent, or the Goods delivered, the Law implies a Promise of Payment, which is the Ground of your Action upon the Case.

Wager

Wager of Law is a Disowning the Debt, Contract or Suit, and putting in Surety that he will make his Law by such a Day, when he is to make Oath, That he owes not the Debt, &c. and Two others are to swear, they believe he hath sworn the Truth. And the Defendant may wage his Law on Money lent, a Book-Debt, Contract, or upon Detinue, or any other Debt not grounded upon a Specialty on Amercement in a Court-Baron, Feme-Covert with the Husband for the Debt of the Wife, &c.

But the Defendant may not wage his Law against the King, or an Infant, or in any Debt grounded upon a Statute, Recognizance, Bond, or other Specialty; nor by a Master for Sallery owing to his Servant; nor in Actions of Account against a Bailiff of a Manor, or against a Receiver upon the Receipt of Money by the Hands of another (unless it be by his Wife); nor in Debt for a Fine in a Court-Leet, it being a Court of Record, or in Debt to an Attorney for his Fees; nor shall an Executor for the Debt of the Testator, for it must be done in Person; also a Man outlaw'd, attainted, or indicted of Conspiracy or Perjury, or otherwise becoming infamous, shall not wage his Law.

Lands or Goods of a Debtor are liable to Execution in any County or Counties; but the Body only in that County where the Writ is directed. Also Lands in the

Hands

Hands of Trustees and Executors, &c. may be extended for Debt.

But Lands held in Dower may not be distrained for any Debt contracted by the Husband; for Dower is a Provision which the Law makes for the Wife, as a Maintenance for her after her Husband's Death, and in lieu of her Portion brought to her Husband.

Nor shall any Lands or Goods actually and *bona fide* sold to another be liable to Judgment or Execution, if sold before the Judgment and Execution be sued out; but otherwise they are liable in whose Hands soever they are found.

Of Actions upon the Case.

An Action of the Case is a general Action, given for Redress of Wrongs done without Force against any Person; and lies in these several Instances, *viz.*

For Deceits in any Contracts, Bargains, Sales in Wares, &c. and if such Deceit be by a Servant, the Master is answerable for any Breach of Promise or Contract. Also an Inn-keeper, or his Servant, losing Goods, or suffering a Horse, Goods, &c. to receive Damage after they are delivered to them by the Owner or his Servant to be kept; also for Goods lost, stolen, or abused, after delivered to a Carrier, unless the Carrier give a Caution, or make some Declaration, that he will not be answerable. Also a Sheriff, or other Officer, neglecting his Duty,

or

or doing it deceitfully ; so against an Artificer for not doing Work undertaken to be done, or doing it deceitfully ; so where a Thing is lent, and receives Damage ; so a Dog, Bull, or Boar, &c. biting or hurting Men or Cattle, whereby a Damage is received ; so for enticing away ones Servant, Apprentice, Wife, &c. or for disturbing Officers in doing of Justice. And if any Man borrow a Horse, and ride him excessively, or further than agreed, or neglect him in Feeding, &c. whereby Damage is received ; also for not grinding at the Lord's Mill, according to Tenure ; so for not repairing of Houses, Hedges, Ways, &c. Also for common Nuisances in Highways, Houses, Rivers, &c. or any other Thing therein, whereby any special Prejudice is received, the Party damnify'd may have a special Action on the Case.

And the Master may have this Action for any Thing sold or done by his Wife or Servant : And where a Promise is made by the Wife or Servant for or on Behalf of the Husband or Master, the Action for Breach of this Promise must be brought against the Husband or Master, and not against the Wife or Servant. And an Action lies against the Husband for Goods delivered to the Wife, if it can be proved that the Goods came to the Husband's Use.

The Husband may bring an Action alone for scandalous Words spoken against him and his Wife, and recover thereupon ; and may afterwards join with his Wife in another Action

Action to recover Damages done to the Wife by speaking of the same Words, for they are both particularly damnify'd: And the Husband must join with the Wife to sue for Damage received by the Wife only.

Of Actions of Slander.

An Action of Slander lies for defaming a Man by Words, Writing, Signs, or Gestures, whereby he may be subjected to some corporal Punishment, as Loss of Life, Liberty, or Member, or prejudiced in his Reputation, Trade, Livelihood or Preferment, or charges him with having some infectious Disease, or whereby he receives some particular Damage, *viz.*

1. For such Words as, if true, would touch a Man's Life, as to call one Traytor, Thief, Buggerer, Sodomite, Robber, Murderer, Felon, &c. or to say, one has committed any of those Crimes.

2. Such Words as, if true, the Punishment would be Loss of Limb or Member, render him infamous; as to charge a Man with Perjury, Forgery, Blasphemy, &c.

3. Words which touch a Man in his Liberty, and, if true, would subject him to Imprisonment, Fine or Pillory, Penalty; as to say, She keeps a Bawdy-House; or, He hath forged a Lease, &c.

4. Or which scandal a Man in his Office or Place of Trust; as to say of a Judge or Justice, He is a corrupt Judge or Justice, &c.

O

5. Or

Of Courts-Leet,

5. Or which slander him in his Calling or Trade; as to call an Attorney, Knave; or a Tradesman, Bankrupt.

6. Or tend to the Loss of one's Preferment; as to call one about to be presented to a Benefice, Heretick; or a Woman about to be married, Whore, &c. *i. e.* if by Reason thereof they lose their Preferment.

7. Or which charge one with having an infectious Disease; as with having the Plague, *French-Pox*, &c. for such ought to be separated from Society.

8. Or which slanders his Title to an Estate; as to say, He has no Right or Title in his Estate, when he is about to sell it, whereby he receives Damage.

9. Or which tend to his Disinheritance; as to say, He is a Bastard, &c. but this must be only of the next Heir as 'tis said.

10. Or which any other Way tend to a Man's Damage, and he receives any special Damage thereby.

All such Words are actionable.

And *Note*, Where Words spoken touch a Man's Life, though by Way of Hearsay, Dream, or Relation, or by Way of Interrogation, or even Negation, yet they will bear an Action.

As to say, *B.* told him that *C.* had stole a Horse, with an Averment that *B.* did not say so. So, I dream'd this Night that you stole; so, Where is the Sheep thou stolest from *B.*? Or, You are no Thief; no, are you? &c.

And

And in such Case, though Words are not actionable in themselves, yet with Respect to the Hearers Understanding, if they tantamount to Words actionable, they will bear an Action: As to say in *Yorkshire*, Such a one has streyned a Mare; or in *Norfolk*, Thou art a Healer of Felons; or by speaking *Welch* Words, &c. But here an Averment seems necessary of the Meaning of the Words.

But Words touching Life or Member may not be actionable when spoken too generally, or not certain of whom meant, or of a double, indifferent, or doubtful Sense, or qualify'd by Words subsequent or impossible to be true, or charge but an Intent, or when it appears there could be no Damage to the Plaintiff by the Speaking.

Yet though they are of a double, indifferent, or doubtful Sense, they are not to be taken contrary to common Intendment.

And Note, Where the Words tend to Loss of Life, Liberty, Member, corporal Punishment, or scandalizes him in his Office, Place of Trust, Function, Profession, or Trade of Livelihood, or charges any infectious Disease, no special Damage need be alledged; but in all other Cases, some special Damage need be shewn.

Also, there are two principal Grounds observable in all Actions on the Case, *i. e.*

1. *Causa dicendi.*
2. *Affectus dicentis.*

The former must be collected out of the precedent Discourse or *Colloquium* concerning the Plaintiff or Defendant, and Circumstance of the Case; and therefore Words in many Cases, that being taken singly in themselves would bear an Action, yet being joined with other Words or Discourse, and so the *Causa dicendi* considered, they will not be actionable.

2dly, As to the *Affectus dicentis*, it ought to be regarded whether the Words were spoken *ex Malitia*, or not; for if it do appear that they were not spoken out of Malice, but were innocently intended, I think no Action ought to lie. And no *Innuendo* can make such Words actionable as are of a double or indifferent Meaning, or uncertain of whom spoken; much less ought it to strain the Sense of Words to a different Meaning than when spoken.

And *Note*, If the Words set forth in the Declaration be only Part of a Sentence, and the whole Sentence would make a better Construction, there the Defendant may set forth the whole in Bar.

Of Actions of Trespafs.

A Trespafs is a Wrong supposed to be done with Force and Arms, and may be committed either against the Person of a Man, or against his Goods; and herein the Plaintiff shall recover Damages according to the Wrong done him, and the Defendant

fendant by Strictness of Law was to pay a Fine to the King for Breach of the Peace, and the Judgment was *Quod Capiatur*; but this in Trespass, Ejectment, Assault, and false Imprisonment, is now taken away by Stat. 4 & 5 W. & M. cap. 12.

Trespases against the Person of a Man are of several Kinds or Degrees, viz.

1. Menacing or Threatning: Where one doth threaten to do another any Hurt, where some Loss or Damage ensues, as for that he is afraid to go about his Business, this Action lies.

2. An Assault; where one doth unlawfully set upon, or attempt to beat another, but doth it not; and therefore lifting up of the Hand in Anger against a Man, is an Assault in Law; and so is the Offering to do any bodily Mischief.

3. Battery, is where one doth unlawfully strike or beat, or throw any Thing at another, and therefore throwing Drink on a Man is Battery, unless it happen by Accident. And it seems, if *A.* comes in Aid of *B.* who is beating *C.* tho' *A.* does not touch *C.* yet he is guilty of the Battery. Spitting in a Man's Face is Battery, *Vide Mod. Cases* 172. And by 2 *Roll. Abr.* 548. one can't justify Battery of another in Defence of his Goods, but may if he Attempt to take Money out of his Purse, &c. So he may in Defence of his Person, or the Person of his Wife, Father, Mother, Child, Master,

or Servant, or of his Possessions, as his Houses, &c.

4. *Mayhem*, is where one doth, by some violent Act, take from me the Use of some Limb or Member, whereby I am the less fit to serve or defend my self or Country. As to deprive me of the Use of any of the principal Members of my Body, as Hand, Leg, Finger, Eye, Fore-Teeth, &c. And if the Hurt be great, I may have this Action, or an Appeal of *Mayhem* at my Election.

And *Note*, One cannot justify wounding another in Defence of his Possessions, but may justify a Battery in that Case.

5. Imprisonment, where one is restrained of his ordinary and lawful Liberty, so that he cannot go about his Business, as if one lays hold upon me and restrains me, or holds me in his Arms, or keeps me in my own or another's House against my Will, or ties me to a Tree or Post, or puts me in the Stocks or in Prison without good Cause or Authority, or if any one arrests me at a forbidden Time or in a forbidden Place.

Trespass against a Man's Goods, may be said to be either,

1. Against those that are animate, and those either reasonable, as his Wife, Child, Servant, Tenant, or the like; or unreasonable, as Horses, Cows, Sheep, Cattle, Poultry, &c. 2dly. Against Things inanimate, as Lands, Houses, Plate, Household-stuff, &c.

Tres-

Trespases are done either with Pretence of Title, by which the Property is altered, or without Pretence of Title: They are also said to be Local, as cutting of Trees and Grass, digging of Ground, &c. or Transitory, as the Beating of a Man, carrying away his Goods, spoiling his Writings, &c.

All Persons, Men, Women and Children, not disabled to sue in any Action, may, where 'tis proper, have this Action for their Relief; and all Persons, Male or Female, Lunaticks under Age, or others that do any such Wrong, may be sued in such Action.

And not only he that does the Wrong, but he that is accessory to it, either before or after, may be charged as principal in this Action; as where one doth command, procure, incite, or perswade another to do it, and especially if he be present when done, or doth participate with it after it is done, is a principal Trespasor, and the Party grieved may have this Action against them all, or any of them, for it.

A Man and his Wife may have this Action together, for any the least Beating or Imprisonment of the Wife; but if it be such a Beating as thereby he loses her Company or Service, he alone may have it, and so for any Hurt done to his Servant, whereby he loses his Service.

If a Servant do a Trespas by his Master's Command, both of them may be sued; but if the Servant do more than he is commanded, the Master shall be charged for

no more than he commanded, but the Servant for the Whole; and if the Servant do any Thing on his own Head, he alone shall be charged. Also the Husband is bound to answer for many Trespasses of the Wife, but not to sustain corporal Punishment for for any; and the Husband cannot be a Witness for or against the Wife, nor the Wife against her Husband, unless it be in Treason, nor for her Husband in any Case whatsoever.

In Trespass, &c. the particular Damage must be set forth, that the Defendant may know how to answer.

Of Actions of Detinue, Trover, &c.

Detinue.

An Action of Detinue lies where another has Goods or Chattels lent or delivered to him to keep, or to deliver over to a Third Person; or if they come to his Hands by Finding, Delivery of a Stranger, &c. and he refuses to re-deliver them, or to deliver them over, or hath lost or misemployed them: In either of which Cases the Owner may have this Action, and hereby the Plaintiff shall recover the Thing it self, if it may be had with Damages; or if not to be had, then for the Thing in Value, and Damages for the Detainer.

And generally, where in any Case another hath any Thing of mine, and I may have *Detinue* for it, there after I have demanded it, and he denies to deliver it, I may either have *Detinue*, or *Trover* and *Conversion*, at my

my Election; for it is but Justice that I should have my Things again in Specie, if they may be had, or Damages to the Value for the Detaining in Trover, wherein a Denial to deliver is a Conversion in Law.

But in an Action of Detinue for Goods or Chattels, the Defendant may wage his Law, which in an Action of Trover for the same he cannot, which has occasion'd Actions of Trover to be much more frequent, and that of Detinue to be almost wholly laid aside. Now Trover and Conversion is in its Nature but an Action of the Case, and brought to recover the Value of the Goods if wasted or lost, and Damages.

Trover lies for Money in a Bag or Chest, or for so many Pieces of Gold at so much a Piece, or for so many Pieces of Silver in certain, or for any live Goods, as Horses, Oxen, Sheep, Hens, &c. or for Things inanimate, as Rings, Carpets, Wood or Trees cut down: So for Things that have been *feræ Naturæ*, as for Deer, Hawks, Spaniel Dogs, &c. but this must be after they are reclaimed; for while they are *feræ Naturæ*, this Action will not lie for them, nor will it lie for any Part of a Freehold; as for Lead upon the House, Doors or Windows, &c. affix'd thereto, while it so remains; but if it is converted after it is remov'd, then this Action will lie.

And Note, To maintain this Action, these Things must be observ'd, *viz.*

1. That the Plaintiff has a Property or Right in the Thing.
2. That

2. That the Defendant hath or had it in his Possession.

3. That there be a Demand and Denial to prove the Conversion.

4. That the Things be certainly set down in the Declaration; but the Time of the Conversion is not needful.

Possession without Property is enough to maintain Trespass, but not Trover, because Trover is grounded upon the Right, and there must be a Property in the Plaintiff.

In Trover for a Bond, the Plaintiff need not shew the Date, for the Bond being lost or converted, he may not know the Date, and if he should set out the Date, and mistake it, he would fail in his Action.

Trover lies against Baron and Feme, setting forth in the Declaration, That they converted them to the Use of the Husband; for the Feme may be a Trespassor, and she may convert to the Use of the Husband or a Stranger, but not to her own Use, neither can it be *ad Usum* of the Baron and Feme *converterunt*, or *ad Usum proprium*, or *ad Usum suum*.

If I deliver Goods to a common Carrier to carry to a certain Place, and the Goods are stolen from him, this is not such a Conversion in the Carrier, so as to charge him in Trover: But an Action of the Case upon the Custom of the Realm lies against him as a Carrier; *contra* if delivered to one to be kept. *Vide Li. 4. 83. b.*

If a Man takes my Horse and rides him, and afterwards redelivers him to me, yet
Trover

Trover lies against him; for this is a Conversion, and the Redelivery is no Bar to the Action, but shall be only in Mitigation of Damages.

In Trover, the Plaintiff may declare upon a *Devenerunt ad manus* generally, or *Per inventionem devenerunt* specially; tho' the Defendant came to the Goods by Delivery of the Plaintiff himself.

That Trover and Trespass cannot be laid in one Declaration, *Vide Lutw.* 1526. nor Trover and *Assumpsit*, by 2 *Lev.* 101. 3 *Lev.* 99. Trover before Marriage, and Conversion after, and the Husband and Wife join, and good, 2 *Lev.* 107.

Pleas in Bar in Trover were formerly of divers Kinds, but now they are almost wholly reduced to the general Issue, *Not guilty*, and the special Matter is to be given in Evidence. And any Thing may be so given in Evidence, which proves that the Plaintiff hath no Cause of Action, or which entitles the Defendant to the Thing in Question. And *per Twisden*, 1 *Keb.* 303. there is now no Plea in Trover but *Release*, or *Not guilty*, for every special Plea in Justification is *Tantamount*.

Of Actions of Waste.

A Writ of Waste is brought either in the *Tenet*, when 'tis against him that hath the present Estate, or in the *Tenuit*, when 'tis against him that had the Estate in the Land: And where 'tis found against him in the
Tenet,

• Of Courts-Leet,

Tenet, the Plaintiff shall recover treble Damages, and the Place wasted, *viz.* If it be in one or two Rooms separately, then those Rooms only; if in a Close, as much of the Close as is wasted; if it be in the Trees or Hedge-Rows, the Circuit of the Root, and no more; if in a Corner of a Wood here and there, then that Corner only; but if in divers Places of the Wood up and down, then perhaps the whole Wood: And this he shall recover, discharg'd of all Incumbrances. And now by Statute 8 & 9 *W. 3. cap. 10.* in all Actions of Waste, wherein the single Value or Damages found by the Jury do not exceed Twenty Nobles, the Plaintiff shall have his Costs also.

So that Waste is properly a Spoil or Destruction committed (or permitted) in Houses, Woods, Gardens, Orchards, or Lands, by a Tenant for Life, Years, in Dower, by Courtesy, or Guardian in Socage, to the Prejudice of the Heir, or of him in Reversion or Remainder: And this Action may be brought by any of them, or their Grantees. But Tenant for Life, or he who has a less Estate than a Fee-Tail, may not have this Action, unless it be a Parson, &c. on his Lease.

If the Ancestor die pending the Action, the Heir may finish it, by Statute 11 *H. 6. c. 5.* And if two Coparceners be of a Reversion, and Waste is committed, and one of them dies, the Survivor and Aunt may maintain it. And *note*, If a Feme Co-

vert

vert have Cause to bring this Action, she and her Husband must join in it.

It lies, as aforesaid, against Tenant for Life, in Dower, by Courtesy, and Guardian in Socage, or Tenant for Years, a Year, or half a Year; also against an Occupant, because he hath the Estate of the Lessee. So against an Executor *de son Tort* of a Term: But Tenant in Fee-Simple, Fee-Tail, or Tail *apres* Possibility, or Tenant by *Elegit*, Statute-Merchant or Staple, or Tenant in Mortgage, or at Will, are not punishable for Waste, nor a Wife after her Husband's Death; nor the Husband of a Tenant for Life after his Wife's Death, for Waste committed by the Husband; nor against Executors or Administrators for Waste done by the Testator; nor a Guardian for Waste done by a Stranger, as a Termor shall.

It lies against an Infant, not only for voluntary Waste, *i. e.* done by himself; but also for permissive Waste, *i. e.* done by a Stranger: Also it lies against Husband and Wife, if a Lease be made to the Wife alone for Years or Life, and she or her Husband doth Waste, if brought during her Life and Term. It also lies against Tenants in Common, or Jointenants, 1 *Cook* 200. So against a Disseisor, *Nat. Br.* 37. So against a Stranger, 1 *Co.* 54. *Dr. & Stud.* 34. And so against Guardian in Socage for voluntary Waste, 5 *Co.* 12. 6 *Co.* 7.

To pull down Houses, or suffer them to Waste in be uncovered, so that the Spars, Rafters, Houses. Planks, or other Timber, becomes rotten,
is

is Waste ; but if uncovered when let, though the Tenant suffer it to fall down, it is not ; yet though it be uncovered or ruinous, if he pull it down, it is ; and 'tis *queried*, If his building it again is not a new Waste. See 40 *Aff.* 22. 23 *H.* 6. 24. 29 *E.* 3. 23. *Co. Lit.* 53.

If the Tenant, &c. raze or pull down a new Frame of a House which was never covered, it is no Waste, 40 *Aff.* 22. *Bro. Wast.* 117. But if he build a new House where none was before, it is ; and if he after suffer it to be uncovered or ruinous, it is a new Waste.

If a House be uncovered, or overturned by Tempest, or burnt by Lightning, or prostrated by Enemies, &c. without any Default of the Tenant, or was ruinous at his coming into it, and falls for want of Repairs, 'tis no Waste, *Li.* 4. 63. And the Tenant may rebuild it with such Materials as remain, and with other Timber growing on the Land, for his Habitation ; but if he make it larger than it was, it is Waste.

But if a House be only uncovered by Tempest, or otherwise, though 'tis no Waste to let it lie so till the main Timber be rotten, yet then it is Waste for not repairing it in Time. And if a Tenant suffer his House to be wasted, and then sells Timber to repair it, this is Waste. *Quere*, If not a double Waste ? And *note*, Though there be no Timber growing upon the Land, yet the Tenant at his Peril must keep the House from wasting.

If

If Glasſ-Windows, though glaz'd by the Tenant, be broken down, or taken away, 'tis Waſte; for the Glasſ is Part of the Houſe: And ſo of Wainſcot fix'd to the Walls or Poſts with Nails, Screws, or Pins; for if it be once fix'd, 'tis Part of the Freehold: And the like of Doors, Benches, Furnaces, &c. annex'd to the Houſe, tho' fix'd by the Tenant, or him in the Reverſion. Yet if a Termor erects a Furnace, &c. in the Houſe, and does not fix it to the Walls or Poſts, and takes it away within the Term, this is no Waſte, for the Houſe is not impaired: And in *London*, 'tis uſual to remove Wainſcot, Furnances, &c. within the Term.

If a Stable be ruinous at the Time of the Leaſe made, and fall, the Tenant may cut down Trees to make a new one; but if there were none before, 'tis Waſte to cut Trees to build one: And if he build with them after they are cut, this ſeems a ſecond Waſte.

Burning a Houſe by Negligence or Miſchance, was formerly Waſte; but now by Statute 6 *Annæ*, cap. 31. no Action ſhall be maintainable againſt any Perſon in whole Houſe or Chamber any Fire ſhall accidentally happen.

Oak, Aſh, and Elm, are Timber-Trees Waſte in all Places, and cutting them down, or Woods, lopping and topping them, or doing any Trees, &c. other Act whereby their Timber may decay, is Waſte: Alſo Beech is Timber in Places where Timber is ſcant, or where it is

is used in Building for Habitation; and if a Tenant cut down such, or grub it up, or suffer the young Germins to be destroyed, it is Waste.

So though a Tenant may by Law take House-boot, Hay-boot, Plough-boot, and Fire-boot, and may cut Underwood, &c. for those Purposes; yet if for this he destroys the young Germins, or stub up the same by the Roots, so as it can grow no more, 'tis Waste: And where there is a Wood in which grows nothing but Underwood of Ash, Beech, &c. the Termor cannot cut all: *Contra*, where Ash, Beech, or other Trees, grow among, there he may cut all the Underwood.

Cutting of Beech, Birch, Asp, Maple, Willows, &c. standing in Defence or within View of the House, is Waste; and 'tis said, cutting of White-thorn is, but not of Black-thorn; *sed Quære*: But cutting of Hazles which grow not under or among great Trees, but in Places by themselves, is Waste. So to stub up or destroy a Quick-set Hedge of White-thorn, Black-thorn, &c. but cutting of Wood that is hollow, dead, or dry, is not Waste.

☛ Where Oaks are cut, and the young Germins suffered to be eaten, trodden down, or spoiled, by Cattle, so that they will be but Shrubs, this is Waste: And one may assign Waste in cutting of Twenty Oaks, and another Waste in not springing their Stock or Germins; for if they were saved, they would spring again, and grow to Timber.

Beech

Beech of the Age of Twenty Years or upwards may not be cut by Tenant for Life or Years, unless in some Countries where there is Plenty of Timber; but Waste can't be assigned in cutting Beeches of Seven or Eight Years: Also a Termor may take Beech, Ash, or the like seasonable Wood, which have used to be felled every Ten or Sixteen Years, and it is no Waste, for it is *Sylvæ cædua: Contra* where they are fit for Timber, except it be for Reparations.

If a Tenant cuts down Trees, and sells them, and after buys them again, and employs them about necessary Reparations, yet by the Sale it is Waste; for he cannot sell the Trees, and with the Money cover or repair the House. So cutting of Beeches, and selling them, is Waste; but he may cut them to repair Houses, &c. *i. e.* upon the same Lands, but not upon other Lands. And he may take sufficient Wood to repair Walls, Pales, Fences, Hedges, and Ditches, *i. e.* as he found them; but to make new ones will be Waste.

The pulling down of the Stone or Mud of a Garden-Wall, is Waste, *Kitch. 242.* But if a Wall be uncovered when the Tenant comes in, it is no Waste if he suffer it to decay. *Co. Lit. 53.*

Where Apple-Trees are blown down, and after become dead, the Tenant may cut them for Fewel; but tho' they lie along on the Ground, yet if they bear Fruit, cutting of them is Waste.

Waste in
Orchards,
Gardens, &c.

Cutting of Damfin-Trees is Waste, and so of any Fruit-Trees growing in Gardens or Orchards; but not if such Trees grow in any Place or Ground out of a Garden or Orchard: Nor is the cutting dry or hollow Trees, that bear neither Leaves nor Fruit, Waste, though they are in Gardens or Orchards.

In Lands.

To suffer a Sea-Bank to be in Decay, so that the Salt-Water overflows and spoils the Gound, is Waste: *Contra* if it be broken down by sudden Rage of the Sea, without the Tenant's Default. And if he repairs not the Banks of Rivers, whereby the Land is overflowed, so that it becomes rushy and unprofitable, 'tis Waste.

If the Tenant converts arable Land to Wood, or *à Converso*, or Meadow to Arable, it is Waste; for it does not only change the Course of Husbandry, but the Evidence of the Lands: Yet to suffer arable Land to lie fresh, so that 'tis full of Thorns, is no Waste.

Digging for Gravel, Lime, Brick, Clay, Earth, Stones, &c. is Waste, *F. N. B.* 59. yet he may dig for any of these for necessary Reparation of the House. *Co. Lit.* 53.

Mines.

To dig for new Mines of Metal, Coals, &c. not open at the Time of the Lease, is Waste; for if there be open Mines, and a Lease is made of the Lands with the Mines therein, this shall extend to the open Mines only, and not to any hidden Mines: But if there be no Mines open, and the Lease is of the Land, together with all
Mines

Mines therein, in this Case the Tenant may dig for them, *Co. Co. 5. 12. 20 H. 6. 1.*

For Waste in Parks, Warrens, Fish-Parks, &c. Ponds, &c. see *Co. Lit. 53. Dyer 37. Kelw. 37. Bro. Wast. 39, 94, 130.*

Note, If a Lease be made without Impeachment of Waste, no Waste can be, *i. e.* the Tenant is not punishable for any Waste, *Dyer 240.* Also an Action of Waste lies not in ancient Demesne, *2 Sand. 254.*

The Lord may not enter upon his Tenant's Lands to cut Timber, dig Mines, &c. without such particular Reservation or Exception in the Lease, nor inclose the Waste without the Tenant's Consent, but in such Cases he will be a Trespassor. But he may enter upon the Waste to cut Trees, dig Mines, &c. without such Consent, provided the Highway be not annoyed; for all the Waste is the Lord's, except Highways for the Queen and her Subjects to pass.

Of Pleas in Bar, and General Issues.

Pleas in Bar are of Two Kinds, *General* and *Special*: *Special Bars*, are where the Defendant pleads some Special Matter, according to the Circumstances of his Case, in Bar of the Plaintiff's Action. A *General Bar*, is where the Defendant pleads the General Issue, which is a general Denial of the Matter charged in the Plaintiff's Declaration, as in the Cases following:

To an Action of Debt upon an Obligation, or other Specialty; *Non est Factum*, or *Solvit ad Diem*.

To the like Action upon a Contract, or upon a Statute; *Nil debet per Patriam*.

To an Action of the Case upon an Assumpsit; *Non Assumpsit*.

To a Contract without Deed; *Solvit*, or an Obligation given for the same Debt.

To a Trespass, Assault, Battery, or Slander; *Non Culpabilis*.

To a Debt without Writing, it may be *Nil debet per Patriam*, or *Per Legem*, or *Solvit*.

To Debt on an Obligation without Condition, the Plea may be *Solvit*.

But *Note*, *Solvit* in that Case without an Acquittance is no Plea; for an Obligation, or other Matter in Writing, cannot be discharged by any Parol Agreement, but by Matter in Writing.

But to plead Payment at the Day to an Obligation with Condition, though there be no Acquittance by Writing, it is good; for the Condition is in the Nature of a Discharge to the Obligation:

If an Action be brought against an Executor or Administrator, the ordinary Plea is, *De ungue Executoris*, or *De ungue Administravit*, or *Plene Administravit*.

If

If the Suit be upon the Deed or Contract of an Infant ; That he was *Deins Age* at the Time, &c.

If against a Feme ; That she was Covert, *i. e.* had a Husband at the Time of the Deed or Contract.

If upon an Arbitrament ; That there was *Pul tiel* Arbitrament legally made ; or, That he hath performed the Award.

To an Action of Trespafs ; Damage-sea-
fant ; That the Beasts came in by Default of Inclosure of the Plaintiff, or that he hath Title of Common there.

To an Action for Rent ; That there is no Rent arrear, &c.

In Detinue ; *Non detinet*, or a Release, or Gift to him by the Plaintiff, or that the Thing was delivered to him as a Pledge, &c.

In Case for Slander ; *Non Culpabilis*, or justify the Words.

In Case upon a Warranty ; *Non War-
rantizabit*, or *Non Culpabilis*.

Upon a Demise ; *Non Demisit*.

Upon a Bond or Bill you may plead Conditions performed, or *per Minas* or *Duress* of Imprisonment.

In Trespafs ; *Non Culpabilis*, Justification, a Release, an Arbitrament, or Tender of Amends before the Action brought, &c.

If divers commit a Trespafs, and one of them is released, or makes a good Accord, this will be a Bar and Discharge of all the rest.

Of Courts-Leet,

If the Defendant have Matter of Justification or Excuse to plead, he must be sure to plead it specially; for if he pleads the General Issue, viz. *Non Cul*, it will be found against him.

But where the Defendant is not constrained to plead a Special Plea, he may plead such a General Issue as is proper to the Action, and give the special Matter in Evidence; for every Plea must be so framed, as to give a full Answer to the Matters set forth in the Declaration, *i. e.* all such as are materially to be answered unto.

If one be sued upon an Obligation, he cannot be compelled to plead before he have Oyer thereof, and of the Condition.

If an Obligation of 100 *l.* be made, with Condition for Payment of 50 *l.* at a Day, and at the Day the Obligor tenders the Money, and the Obligee refuses to receive the same; if in Debt on this Obligation, the Defendant pleads the Tender and Refusal, and that he is yet ready to pay it, and tenders the same in Court, but the Plaintiff will not then receive it, but takes Issue upon the Tender; if such Issue be found against him, he hath lost his Money for ever.

Every Plea must be offered to be proved true, by saying therein, *Et hoc paratus est verificare*; and this is termed an *Averment*.

If Tender of Issue comes on the Defendant's Part, the usual Form is, *Et de hoc ponit se sup Patriam*: If on the Plaintiff's

tiff's Part, *Et hoc petit quod Inquiratur per Patriam.*

And *Note*, If Freehold be pleaded, this Court in that Case can proceed no farther.

Of Challenges to Jurors, &c.

If an Issue be taken upon any of the foregoing Pleas, and the Jurors being thereupon warned, and appearing to try such Issues, either of the Parties may have their Challenges to such Jurors before they are sworn.

Challenge is said to be where there is evident Favour or Malice towards one of the Parties; as if the Juror be of Kindred or Alliance, or Servant to either of the Parties, or bears Malice, or hath some Action against, or Quarrel or Controversy with, the Challenger.

So if the Juror be Gossip or Master of the Plaintiff, or hath been entertain'd at the Plaintiff's Cost, or taken Money of him, or hath his Charges born by him. So if the Juror was chosen Arbitrator for one Party; but otherwise where chosen indifferent between them.

Also such Jurors may be challeng'd who have been attaint of a false Oath, or were set on the Pillory for some infamous Crime, or have had Judgment of Life or Member, or who pretend some Right, or make any Claim to the Thing in Demand; so if a Juror be outlaw'd, if the Record thereof be shewn, or attainted of Conspiracy.

If the Sheriff or Bailiff who made the Pannel is of the Plaintiff's Kindred, the whole Pannel may be challeng'd. And the Sheriff being Plaintiff, it was allow'd for a principal Challenge, that the Defendant was indebted to the Juror; and if any one or more of the Jury be return'd at the Nomination of either Party, the whole Array shall be quash'd.

If there be a Challenge for Cofinage, he that taketh the Challenge must shew how the Juror is Cosine; and if one within the Age of One and twenty Years be return'd, 'tis a good Cause of Challenge.

A Jury impannell'd may not be challenged after they are sworn; but if the principal Pannel do once appear full, the Challenge must be taken to the Pannel before any be sworn, or else it comes too late.

If a full Jury do not appear, as many as make Default may be amerced.

In an Action of Debt the Jury may find Part paid, and for so much against the Plaintiff; and part unpaid, and for so much against the Defendant.

If the Court do believe that the Jury have given a Verdict against the Evidence, they may order a new Trial on Payment of Costs.

Also an Attaint lies against a Jury that do give their Verdict contrary to the Evidence that has been given to them on the Trial.

Note, Where the Plaintiff will not try his Cause in due Time, the Defendant may try it

it by *Proviso*, and be freed from the same, giving the Plaintiff Notice.

Of Witnesses, and Evidence.

The Word *Evidence* does sometimes signify authentical Deeds or Writings, whereby are prov'd Covenants, Conveyances, Contracts, &c. But here it is taken for Proof of a Matter in Question and at Issue, by Testimony of Witnesses before a Jury; and the Jury by their Oaths are to give their Verdict according to Evidence, or in Default thereof a new Trial may be ordered as aforesaid.

No Copy of a Deed or Will may be produced in Court as Evidence, but only Originals; also no Writing, unless sealed, shall be admitted as Evidence to a Jury; and where a Man pleads any Deed, he must offer it in Court, and the other Party may refuse to plead until he has a Copy of it.

The Husband cannot be a Witness for or against the Wife, nor the Wife for or against the Husband: And 'tis said, That one Witness is good in all Cases for the Queen, but there must be Two Witnesses for a Subject; and the Oath of the Plaintiff is to be taken before the Oath of the Defendant, if there be only Oath for Oath.

But there may be Cause of Challenge or Exception to Witnesses as well as to Jurors, viz. Such as are infamous, or Persons attainted of Felony or of false Verdict, or of Conspiracy, or of Perjury, or of Forgery,
or

or in a *Præmunire*, and such as have had Judgment to lose their Ears or to stand in the Pillory, or have been stigmatized or branded.

Also Infidels, Men not of sound Memory, or not of Discretion, or such as are interested in the Cause, or a Wife against her Husband; are no competent Witnesses.

But all others, tho' they be never so near of Kindred, or Tenants, Servants, Masters, Councillors, or Attornies to either of the Parties, are allow'd for good Witnesses; and these being required, must come in to give Evidence, or forfeit to the Party damnified by their Default so much as the Court shall award, and ought to repair him both in Costs and Damages.

Damages.

Note, That in Actions of Waste, forcible Entries, Rescous, Distress wrongfully taken, wrongful Vexation, Extortion, Sheriff not acquitting the Queen's Debtors, Sheriff's Estreats unsealed, &c. you recover treble Damages.

In Debt, Trespass, Ejectment, Nuisance, Covenant, &c. Costs and Damages; but in Debt for not setting out Tythes on the *Stat. — Ed. 6.* the treble Value only, and no Costs or Damages. In Account, no Damages nor Costs. In Detinue, the Thing detain'd or the Value, and Costs and Damages. In Replevin, Damages and Costs.

Who

Who may bring Actions, and within what Time.

Ideots, Madmen, or such as have *Lucida intervalla*, such as are deaf or dumb, or any other Man, Woman or Child, (except Persons disabled by Law) being wronged, may bring the proper Action appointed for Remedy in that Case; and all or any of these wronging others may be sued.

If an *Idiot* sue, or be sued, he must do it in Person: An *Infant* may sue by *Prochein amy*, or by Guardian; but if he is sued, he must defend by Guardian only, for he can neither sue or defend by Attorney. A *Feme Covert* cannot sue without her Husband.

An outlaw'd Person is disabled to sue any Action against any Man in any Court of Law or Equity; yet as Executor he may sue, because it is not in his own Right, but in Trust for another; but any Man may sue a Person outlaw'd. A Man that is attainted in a *Præmunire* may not sue in any Action; and a Man that is a Convict Recusant, is disabled as long as he so continues. But *Note*, All these Disabilities remain but during the Continuance of the same Impediment.

And it is to be noted, That by the Statute of Limitations, 21 Jac. 1. All Actions of Debt grounded upon any Lending or Contract, as Book-Debts without Specialty, and for Rents in Arrear; all Actions of Trespass, *Quare Clausum fregit*, Trover, De-

Limitation of
Actions.

Of Courts-Leet,

Detinue and Replevin, for taking away Goods and Chattels, Actions of Account, other than such as concern Merchandize; all Actions of the Case (except for Slander) which shall be sued; must be commenced and brought within Six Years after the Cause of such Action or Suit accrued, if the Plaintiff be then of full Age, *Discov'ert*, *Compos Mentis*, out of Prison, and in England, otherwise within Six Years after he becomes so.

Also all Actions of Trespass, for Assault, Menace, Battery, Wounding and Imprisonment, within Four Years after the Cause of Action; and all Actions of the Case for scandalous Words, within Two Years after the Cause of Action.

Provided, That if in any such Action, Judgment be given for the Plaintiff, and the same be revers'd by Error, or a Verdict pass for the Plaintiff, and on Motion in Arrest of Judgment it is given against him; or if the Defendant be outlaw'd in the Suit, and after reverse the Outlawry; in these Cases the Plaintiff may commence a new Action within a Year after such Judgment revers'd, or given against the Plaintiff, or Outlawry revers'd.

Of Executions.

Execution is a judicial Precept issuing out after Judgment, properly call'd a *Fieri facias*, or *Levari facias*; for where a Man hath recovered by Default or Verdict, then
he

he that hath recovered may have such Precept, commanding the Bailiff to levy the Moneys so recovered of the Goods and Chattels of the Defendant, and to bring it into the Court, that the Plaintiff may have it. (See the Forms of a *Fieri facias*, and *Levari facias*, *infra*.)

The Bailiff, by Vertue of this Precept or Warrant after Judgment, may distrain the Defendant's Goods, and detain the Distress in his Hands in Safeguard till the Defendant hath satisfied the Plaintiff of the Condemnation, 4 H. 6. 17. F. N. B. 165. 22 Aff. 27.

The Bailiff upon this Precept is to do his Utmost to levy the Money upon the Goods and Chattels of the Defendant, and for that Purpose he is to enquire and search if he can find out any of his Goods and Chattels whereof Execution may be made; but it will be prudent for the Plaintiff himself to enquire and search to see if any Thing can be found, and if he can discover any, to direct the Bailiff to it, who *ex Officio* is to take it and sell it, and if he cannot sell it, he is to return it so; and thereupon a *Venditioni Exponas* shall be sent to the Bailiff to force him to sell it and to pay the Plaintiff, and the Goods so taken must be appraised, by 27 Aff. 72.

And the Goods of a Man may be taken in any Place within the Manor, tho' in another Man's House or Ground; but the Bailiff must take Care not to take or attach the Goods of another Person; for if he takes the Horse of the Master, where the Plaintiff is

is against the Servant, Trespafs lies for the Master against the Bailiff, 13 H. 4. 2. Dr. and Stud. 139. 35 H. 6. 25.

No Goods shall be taken but the proper Goods of the Party, and not Pledges or Pawns, nor borrowed Goods, 35 H. 6. 25. and see 24 H. 8. Pledge 28. and 4 H. 6. Distress 75. Goods pawned shall not be taken in Execution for the Debt of him who pawned them, during the Time they are so pawned.

And if a Man letteth to Farm by the Year, Oxen or other Cattle, and after the Lessor is condemned in any Action of Debt, &c. the Oxen or Cattle so demised, cannot be taken in Execution for such Debt, &c. during the Term they are so demised, 22 E. 4. fo. 10.

But if after Judgment a Man doth sell his Goods to defraud me of my Execution, and nevertheless takes the Use or the Profits of them: If it be so found, I may have Execution of the Goods so sold by Fraud, 43 E. 3. fo. 2. 22 Aff. 72. 50 E. 3. 8.

If the Bailiff hath a *Fieri facias* against a Man, who before Execution executed pays the Money; in this Case the Bailiff cannot do Execution after, and if he do, an Action of Trespafs lies against him, Pas. 12 Car. 2 B. R.

If a Man hath a Judgment in this Court against the Plaintiff or Defendant, and the Execution is delayed or deferred in Favour of him, the Party grieved may have a Writ *De executione judicii*, from above, to hasten it, F. N. B. 120.

After

After Distress or Attachment made, if the Bailiff doth not return his Precept the next Court, an Action of Trespas lies against him for the Defendant, and an Action of the Case for not returning the Precept for the Plaintiff, 10 E. 4. 18. 13 H. 7. 3.

But if the Sheriff levy Money upon an Execution, and giveth it to the Plaintiff, tho' he never make any Return to the Court, it is good enough, Co. 5. 90. 20 H. 6. 24. Co. 4. 67.

By a *Fieri facias* (or *Levari facias*) the Bailiff cannot break open the Door or Chest to take Goods in Execution; and if he do, Trespas lies against him for the Breaking only, and not for taking the Goods in Execution, 18 E. 4. 4. 13 E. 4. 9. But 8 E. 2. *Bro. Executors* 152. seems to the Contrary.

A Bailiff cannot pull the Latch to open the Door, if it be shut, to make a Distress, &c. Co. 5. 91, 93. *Dyer* 97. 244. And see *Fitzb. Tit. Distress* 21. A Bailiff came to a House to distrain, and the Doors being fast shut and barred, he with his Hand thro' a Crevice or Hole did shove back the Bar and opened the Door, and did take out Two Cows in Name of a Distress; and because taken in this Manner, the Distress was adjudg'd to be wrongful.

If the Sheriff open or break any House to do Execution at the Suit of a common Person, the Execution is good; but the Party whose House is broken, may have an Action of Trespas against him for the Breaking of the House, Co. 5. 93. But if the outer Door
of

of the House be open, the Sheriff may go into the House and take any Thing there liable to Execution; and being come in at the open Door, it seems he may break open any of the inner Doors, *Co. 5. 90. Co. 4. 74.*

Where only an erroneous Judgment is given, the Officer that does Execution thereupon is excused, *22 Aff. 64.* But *contra*, where Judgment is of a Thing where they have no Jurisdiction; for in that Case, Trespass lies against the Officer for executing such Judgment: Whereas if the Judgment be only erroneous, and so void, false Judgment only lies, but no Trespass against the Officers, *Plowd. 394.*

Distress.

If one distrain my Cattle or Goods without any Cause or Colour, or that is not good and just, or having distrain'd 'em, will not tell me, requiring it and offering Satisfaction, for what Cause he distrain'd 'em; or if having Cause to distrain, he distrains Beasts or Things not distrainable; or having distrain'd Beasts distrainable, he afterwards abuses 'em: As if being an Horse or Ox, he rides or works it; or being unruly, he fetters it or beats it; or if he puts them in an unknown Place, so that I cannot tell how to come to feed them; or if he distrains them in a Place not distrainable; or after they are distrain'd, takes them out of the County: In all these Cases I may have an Action of Trespass against him, *Co. 8. 147. F. N. B. 45. Dr. and Stud. 112.*

See more of Distresses *ante*, from pag. 72. to 100.

Forms

Forms of Precepts and Processess in this Court.

To G. P. one of the Attorneys of the Court-Baron, held within the Manor of D. in the County of S. or to any other Attorney of the same Court.

I T. G. do hereby desire, impower, and authorize, you to appear for me in your said Court, on *Thursday, &c.* in an Action of Debt for, &c. (or Trespals, &c) at the Suit of H. J. and for your so doing, this shall be your sufficient Warrant. In Witness, &c.

Warrant of
Attorney to
Appear.

The Condition, &c. That if the above-bounden T. G. do appear at the next Court to be holden at C. &c. to answer to H. J. in an Action of Debt, &c. and do also stand to such Order as the Court in that Behalf shall set down and adjudge according to Law, that then this present Obligation to be void, &c.

Condition for
Appearance.

W. B. Seneschallus Ballivo Ma-
nerii p̄dict' salutem. Mando qđ sum-
moneas T. G. ita quod sit ad p̄xor'
Cur tenend' apud C. p̄dict' die Iobis
scilt 20 die Maii ad respondend' H. J.
de plito debiti (vel de plito Crūgr'
super

A Summons
to appear.

Q

super Casum) Et hoc, &c. Dae sub
 sigillo Officii mei i die Maii Anno
 Rñi Dñe ñre Anne Regine, &c. unde-
 cimo.

Attachment.

W. B. Seneschal Ballivo, &c.
 Salutem. Quia H. J. queritur vers'
 T. G. in plito debiti triginta solidorum
 (vel in plito Transgressionis, &c.) & in-
 venit Pleg de prosequendo, &c. Ideo
 tibi precipio quod attachias pdia'
 T. G. per omnia bona & catalla sua
 ad respondendū pfato H. J. in plito
 pdico ad ppor' Cur ibi tenendam, Et
 habeas ibi hoc preceptū & qualiter
 executionem inde fecisti. Dat, &c.

Aliter.

Or thus; W. B. &c. Mando atta-
 chias (seu Distringas) T. G. per
 bona & catalla sua, Ita quod sit
 ad ppor' Cur ibi tenendū Die, &c.
 ad respondendū H. J. de plito Debito
 de, &c. Et hoc &c.

Second or
 third Attach-
 ment or Di-
 stringas.

W. B. Seneschal, &c. Mando
 quod duces ad ppor' Cur ibi tenendū
 die, &c. ppor' futur omnia bona &
 catalla T. G. que cum nuper alius
 Precepte tibi in ea pte prius direct'
 distinxistis ad secū H. J. in plito
 Debiti & qđ ulterius distingas (seu
 attach) pdia' T. G. per alia bona
 & catalla sua ita quod sit ad ppor' Cur
 tenendū apud C. &c. pdiaum Die
 June,

Tunc, &c. ad respondendū p̄fato H. J. in p̄dicto plito Debiti, Et habeas ibi hoc Preceptū. Dat, &c.

See a Venditione Exponas hereupon ante.

III. B. &c. Salutem. Cum nuper tibi mandavi quod attachias T. G. p̄ bona & catalla sua ita q̄ sit ad hanc Cur' tenendū Die, &c. ad respondendū H. J. de plito Debiti, &c. quia tamen idem T. G. comperuit p̄ G. P. attornatū suū ad respondendū p̄fato H. J. in plito suo p̄dicto, Ideo tibi precipio quod de executione precepti p̄dicti omnino Supersedeas, Et si aliqua bona seu catalla dicti T. G. virtute Precepti ill' cepisti seu distrinxisti tunc ea sine dilatione eidem T. G. redeliberari facias. Dat, &c.

A Supersedate
to a Distrin-
gas or At-
tachment on
Appearance.

III. B. Beneschaf, &c. I. M. T. H. J. P. &c. Salutem. Vobis & cuilibet vestro Mando quod oībus aliis p̄termittis & quacūq; excusatione cessandū sitis in propriis p̄sonis vestris ad p̄or' Cur' ibid' tenendū Die, &c. ad testificandū & veritatem dicendū in quadam Materia controversie in eadem Cur' pendendū inter H. J. Querentem & T. G. Defensem in plito Trāsgressions super casum & hoc nullatenus omitteatis sub periculo incumbendū. Dat, &c.

A Subpna ad
Testificand'.

*A Levare
facias.*

M. B. &c. Salutem. Quia H. J. recuperavit versus T. G. 30 s. in plito Debiti (vel &c.) & un solidū pro misis & Custagiis unde p̄dictus T. convictus est per Iudicium Curie, Ideo Levare facias scdm Consuetud p̄dictā 30 s. in dicta Cur adjudicat & dict' un solidū pro mis, Et denarios illos habeas ad prox' Cur ad reddend p̄fato T. G. pro dampnis p̄dictā, Et habeas ibi hoc p̄ceptū & qualiter, &c. Dat, &c.

*A Fieri facias
in Debt.*

M. B. &c. Salut. Mando quod de bonis & catallis T. G. fieri facias tam quoddam Debitum triginta solidorū quod H. J. in Curia ista recuperavit vers' eum quam 13 s. & 10 d. qui p̄fato H. J. in eadm Curia adjudicat fuer' pro misis & Custagiis suis circa sectam suam in ea parte expend' & habeas denarios illos ad proximā Curia ibid' tenend' Die, &c. ad reddend p̄fato H. J. de Debito & Dampnis p̄dictā unde convict' est, Et hoc, &c. Dat, &c.

*A Fi' Fa' on a
Verdict for
the Defen-
dant.*

Fieri facias 32 s. & 2 d. qui T. G. in Curia adjudicat fuerunt pro dampnis suis scdm Formā Statuti que sustinuit occasione quod idem H. J. quanda Querelam in plito Crisge super calid' vers' p̄fat T. injuste prosequen' fuit p̄out per quandam Jur patrie

trie nuper compert existit & denar illos habeas ad p^{ro}x' Cur ibid tenend^u Die, &c. ad reddend^u p^{re}fato T. de Dampnis p^{re}dict' unde Condict' est, Et hoc, &c.

Fieri fac 14s. & 4d. qui T. G. in Curia p^{re}dict' coram Sec^{re}tariis ejusdem Curie juxta formam Statuti inde edic^t & provis^{is} adjudicat fuerint pro M^{is} & Custag^{is} suis pro eo quod p^{re}dict' H. non p^{ro}secut^{us} fuit Querelam suam per eundem H. in p^{re}s^{en}tio Tr^{an}sgr^{ess} & Insule vers^{us} p^{re}fat' T. in p^{re}dict' Curia nuper impetrat^{us}, Et denarios illos habeas ad p^{ro}x' Cur coram Sec^{re}tariis Curie p^{re}dict' tenend^u Die, &c. ad satisfaciend^u p^{re}fato T. de M^{is} & Custag^{is} p^{re}dict' unde, &c.

A Fieri fac^t
for Costs up-
on a Nonsuit.

Fieri fac, &c. qui H. J. in Curia p^{re}dict' coram Sec^{re}tariis ejusdem Curie adjudicat fuerunt pro dampnis suis que fuit occasione cujusdam Tr^{an}sgress^{ion}is eidem H. per p^{re}fat' T. apud &c. p^{re}dict' illat^{us}, Et denar illos, &c. ad satisfaciend^u p^{re}fato H. de Dampnis p^{re}dict' unde, &c.

A Fieri fac^t
in Trespass,
&c.

And the like in Trespass on the Case, only adding Super Casum after Tr^{an}sgress^{ion}is.

And if it be in Assumpsit or Promise, On a Promise, Occasione quarundam p^{ro}mission^{is} & assumption^{is} eidem H. per p^{re}fat' T. apud, &c.

Q 3

"Know

A Sale to the
Plaintiff of
Goods levied
on a *Fieri fa-*
cias.

“ Know all Men by these Presents, That
“ I *T. B.* of, &c. Bailiff of the Liberty of,
“ &c. in the County of, &c. by Vertue of
“ a Precept of *Fieri facias* from the Steward
“ of the Court within the said Liberty,
“ to me directed, have levied of the Goods
“ and Chattels of *T. G.* the Sum of, &c.
“ being a Debt due to *H. J.* and levied by
“ Vertue of the said Precept to his Use:
“ In full Satisfaction of which said Sum
“ of . . . I do, by Vertue of the Precept
“ or Warrant to me directed as aforesaid,
“ assign, sell, and set over, to the said *H. J.*
“ all the Goods and Chattels in the Ap-
“ praisement hereto annexed, valued and
“ nominated at the Rate of . . . To have
“ and to hold the said Goods and Chattels
“ to him, his Heirs, Executors, and Ad-
“ ministrators, as his and their own proper
“ Goods, as fully and absolutely as I the
“ said *T. B.* might, could, or ought to
“ do by Vertue of the said Precept and
“ Appraisement, or otherwise howsoever.
“ In Witness, &c.

Note, This Sale is founded on the *Den-*
ditione Exponas. Vide Ante.

H. J. Queritur de E. F. Defend' de plito'
Debiti ad Damn' 20s.

Retorn' placi-
torum.

Vertute istius Precepti mihi direct'
reco'dari & capt' causavimus Placit'
depend' corā nobis in Cur' nra inter
partes infra nōinat' & in eodem Statu
&

& Conditione sicut nunc pendet, & par-
 ribus pd' paximus & dedimus noti-
 tiam qd' sint apud Cur Comitatus Die &
 Loco inframentonatus placitum pdia'
 prosequi sicut Justie Equitacione per-
 tinebit prout istud preceptum exigit
 & requiret. In cujus rei Testimon-
 ium Manus & Sigilla nra. Dat',
 &c.

W. B. Seneschal.
 T. B. Ballibus.

Ad Curiam Baron, &c. Tent', &c.

H. J. Queritur vers' E. F. de plito' Trans-
 gression' super Casum ad Damn' 30 s.

Virtute hujus Precepti mihi direct' *Return' Lo-*
 ad Cur' predia' tent' Die & Anno pre- *quels.*
 dia' in plena Cur ibm Recordari feci
 loquelam unde interius sit mentio
 que loquel' patet suprascripte & illud
 Record' retornabi sigillat sigillo meo,
 & sigillis predia' quatuor legalium
 hominum qui eadem Cur Recordo illo
 interfuer, Et partibus infrascripte
 Diem prefiri in Breui specificat quod
 tunc suit parat' prout Justum fuerit
 processur' in Loquela predia' sicut in-
 terius mihi precipitur.

W. B. Seneschal.

C. D.

E. F.

G. H.

J. K.

} Suitors.

Q 4

De.

Declarations in this Court.

In Debt for
Money lent.

A. B. queritur vers' C. D. in plito
Debitori triginta solidorum pro eo videt,
Ec. & unde idem A. B. per C. f.
Attozū suū dicit qđ cum pzedict'
C. D. Die & Anno, Ec. apud S. in-
tra Jurisdictionem hujus Curie mu-
tuatus fuisset de p'dict' A. B. p'dict'
30 s. solvendū eidem A. B. cum inde
requisit' fuisset pzedict' tamen C. D.
licet sepius requisit' nondum reddi-
dit sed ill' ei hucusq; redderet con-
tradixit & adhuc contradicit unde di-
cit qđ deteriorat est & dampnū habet
ad valentē 39 s. & inde producit se-
ctam, Ec.

Debt upon
Accounting
together.

A. B. per C. D. Attozū suū que-
ritur vers' C. D. de plito qđ reddat
ei 25 s. quas ei debet & injuste deti-
net, Ec. pro eo viz. Quod cum (Die
& Anno) apud S. intra, Ec. insimul
computassent de & pro divers' denar'
summis tunc & ante temp' ill' debet'
& insolut' per eundem C. f. eidem A.
& ad tunc & ibi cognovit se in Ar-
reara? esse & indebted' eidem A.
summa 25 s. solvendū p'fat' A. cum
idem C. f. inde requisit' esset p'dictus
tamen, Ec.

A.

A. B. &c. pro eo viz. qd̄ cū p̄dicta' Debt for Retainer, &c.
 C. D. (Die & Anno) apud S. infra, &c. retinuiſſet eundem A. ad impo-
 nendū ſuper Pedes Equorū p̄dicta' C. D. quadraginta novas ſoleas ferreas
 (Anglice Horſe-shoes) & ad removendū 40 ſoleas ferreas, Anglice, &c. Et ad
 faciendū unū focariam (Anglice a Fire-Shovel) ac ad recipiendū de p̄dicto C. D.
 pro Impoſitione quadragint' novar' ſolear ferrear' p̄dictar' & quadraginē
 remotionibus 20s. Et ſit pro altera Par-
 cella ſolvendū eidem A. B. cum inde requiſit' fuiſſet, Virtute cujus reten-
 tionis p̄ſentat' A. B. p̄dictas quadra-
 ginē novas ſoleas ferreas & quadra-
 ginē remotiones ſuper pedes equo-
 rum ipſius C. D. impoſuit, &c. per
 quod actio accrebit, &c.

G. B. per, &c. queritur verſus Debt for Goods ſold.
 A. C. in placito debet xxx s. pro eo
 videliſt quod cum p̄dicta' A. C. (talī Die
 & Anno) apud, &c. infra, &c. emiſſet
 de eodē G. B. . . . s. unam Parcelle
 de, &c. pro xvi s. & unā, &c. pro xiiii s.
 ſolvendū eidē G. B. tunc inde requiſit'
 fuiſſet qd̄ quid ſum in toto ſe attingunt
 ad p̄dicta' xxx s. p̄dicta' tamen A. C. licet ſepius
 requiſit' p̄dicta' xxx s. eidē G. B. non-
 dum reddidit, Sed illi, &c. ut ante.

Et p̄dicta' A. C. per J. A. Attorū Bar adinde.
 ſuum veni & defendi vim & injurē quan-
 do, &c. & dic' quod ipſe non debet
 p̄re-

Wager of
Law.

prefat G. B. pdict' xxx s. nec aliquem
denar inde in forma qua idem G. B.
superius versus eum querit, Ideo
concess' est quod pdict' R. C. vadeat
ei inde legem suam de duoden manu
pleg de H. M. & R. J. & ven cum
lege hic ad proximam Cur in pro-
pria persona sua, & dict' est pref' At-
tor' pdict' R. C. quod tunc habeat
hic eundem R. C. magistrum suum in
propria Persona sua ad perficiend le-
gem suam pdict', &c.

Debt for
Rent in Ar-
rear.

H. M. per, &c. queritur versus
H. D. de placito quod reddat ei xxx s.
quos ei debet & injuste detinet, &c. p
eo qd idem H. M. Die, &c. apud, &c.
demisit concessit, & ad firmam tradidit
eidem H. D. un Cottag & quatuor
acr terr arabil cum pertid jacent &
existent apud, &c. pdict' ac infra Jur
pdict' Habend & tenend dicta Cottag
& terr arabil cum pertid eidem
H. D. & assign suis ab Annunciat
beate Marie Virgin vulgarie voc
Lady-day, tunc ul' preterit pro & du-
ram termino trium Annozum extunc
proxim sequent plenar complend fini-
end & terminand reddend' inde An-
nuat redd' pro pdictis premis eidem
H. M. pro Anno primo trium An-
no pdictor redd' trium librar in de-
nar munerat in manibus solvend'
eidem H. M. & iii l. x s. &c. Annua-
tim solvend' eid' H. M. pro al duo-
bus

us annis resid' dicti termini ad festa
 Sancti Mich Archang & Annunciat
 eate Marie Virgin per equales
 portiones Virtute cujus dimissionis
 dem H. D. in dicta Cottag & cetera
 premissa intrabit, & fuit, & adhuc
 existit in de possessione. Et quia
 xxxv s. pro dimid' ann' finit ad festum
 Sancti Mich Archang Anno, &c. sunt
 in Arrearag & insol prelat R. M.
 Ideo actio accrebit eidem R. M. ad
 exigend' & Habend' de predicto H. D.
 dictos xxxv s. predict' tamen H. D. li-
 cet sepius requisit predict' xxxv s. ei-
 dem R. M. hucusq reddere & solvere
 contradixit, & adhuc reddere & solvere
 contradicit ad dampnum ipsius R. M.
 xxxviii s. Et inde produc letam, &c.

A. III. per, &c. queritur versus For Servants
Wages.
 J. S. de placito quod reddat ei xx s.
 &c. quos ei debet & injuste detinet
 pro eo quod cum predict' P. S. Die,
 Anno, &c. apud, &c. retinisset eun-
 dem A. III. ad deserviend' dict' J. S.
 in loco Servientis abinde usq ad fe-
 stum Sancti, &c. tunc proxim' sequent
 ad agend' & exequend' legales Occa-
 siones & mandata prelat J. S. per
 tempus predictum solvend' inde eidem
 A. III. xii d. &c. quod predictus J. S.
 adtunc & ibidem solvit prelat A. M.
 ac etiam xx s. ultra, &c. pro salar suo
 durant termino predicto ad dictum
 festum, &c. Anno, &c. predicto, Et
 pre-

predictus A. III. in facto die quod ipse
juxta retentionem predicta' deserviebat
dicto J. S. in loco Servientis, & fe-
cit, & pregit legalia mandata & Occa-
siones prefat' J. S. per tempus pre-
dicta' apud, &c. Et quod xx s. pro salaria
suo pro Servie suo per tempus pre-
dictum debet ad festum, &c. Anno
&c. superius mentionat adhuc est in
Arrearag & insol per predictum J. S.
eidem A. III. per quod actio accrevit
J. S. dicta' xx s. predicta' tamen J. S.
licet sepius requisit, &c.

For Attornies
Fees.

R. A. Gen, &c. per C. S. Attorn
suum queritur de W. P. de placito quod
reddat ei xxviii. quos ei debet & in-
juste detinet pro eo quod cum predictus
W. P. Die & Anno, &c. apud, &c. re-
tinuisset eundem R. A. essendi Attorn
ipsius W. P. in Curia, &c. tene, &c.
coram, &c. ad prosequendi tanquam
Attorn ipsius W. P. pro eod W. P.
in quadam actione in nomine ipsius
W. P. versus quendam C. C. de pla-
cito debet a dictis Die & Anno, &c.
tamdiu ambabus partibus placeret
capiendi inde pro feodo & Labore suo
in ea parte sustent qualibet Cur que
idem R. A. Attornatus prefat W. P.
in secta illa sic existit ii s. legalis, &c.
Ac ultra feod & rationabil misas &
expens per eundem R. A. in & circa
persecutionem Actionis predicta' solv
& deponendi Virtute ejus retentionis
idem

idem R. A. Attornd ipsius W. P. pre-
 dia' fuit pro octo Curiiis Comd tunc
 prior' sequen' & quod deposuisset Ele-
 rico & al' Minister ejusdem Cur in &
 circa Prosecutione ejusd' secte xx s. ii d.
 &c. quicquidem xx s. ii d. unacum xvi s.
 pro feod' suis pro pdia' octo Curiiis in
 toto attingunt ad xxxvii s. ii d. &c. ra-
 tione cujus actio accrebit eidem R. A.
 ad exigend' & habend' de pfat' W. P.
 pdia' xxxvii s. ii d. pdia' tamen W. P.
 licet sepius requisit' pdia', &c. ut ante.

C. B. & C. uxor' ejus Administrat' Upon a Bill
 Bonor' & Catalloy que fuer' C. B. to be paid at
 defunct' queruntur per S. D. Attornd the Day of
 suor' versus J. H. alias dia' J. H. Marriage, and
 de, &c. in dicto Comd gen' de placito Issue upon it.
 quod reddat eis, &c. quas eis injuste
 detinet, &c. qd' cum pdia' J. H. (tali
 Die Anno & Loco) per quandam Bil-
 lam suam obligato' Sigillo suo sig-
 nat' & hic in Cur' prolac' cujus dat' est
 eisdem Die & Anno pro & in Consi-
 deratione unius Annuli aurei, cum
 quodam Lapide, vocat' a Diamond, in
 eodem Annulo impresso, quem de pre-
 dicto C. B. in vita sua recepit Die
 confectionis ejusdem Wille cognovisset
 & concessisset ad & cum pdicto C. B.
 in vita sua quod ipse idem J. H.
 Erce vel Alignd sui solverent vel solvi
 causarent pfat' C. B. vel Alignd suis
 pro eodem Annulo tali die & tempore
 qual' ipse idem J. H. uxorem duceret,
 vel

vel nuptus foret, vel ad aliquod aliud temp' post desponsalia sua quando cunq' requisit' fuisset per p'dict' C. B. Exec' vel Assign' suos sive per ipsum qui Willam p'dict' asseret dictam suam Ec. ad ejus vel eor' usus p'dict' tempore solvendi. Et p'dict' C. B. & C. in facto dic' quod p'dict' J. H. post confirmationem Wille illius scilicet (tali Die Anno & Loco) infra Eccles' Parochia de, Ec. in Com' p'dict' & jure p'dict' uxorem duxit quandam J. D. per quam actio accrebit eidem C. B. in Vita sua, ac eidem C. post mortem ipsius C. B. dum sola fuit, & p'dict' C. B. & C. post desponsalia inter eos celebrata ad exigend' & habend' de p'dict' J. D. eisdem, Ec. p'dict' tamen J. H. licet sepius requisit' p'dict', Ec. eidem C. B. in Vita sua vel p'fat' C. dum sola fuit cui administrat' omnium Bonorum & Catalloz' que fuer' p'dict' C. B. tempore mortis sue (tali Die, Anno, & Loco) per talem Episc' commiss' fuit nec p'dict' C. B. & C. post desponsalia inter eos celebrata non reddidit: Sed illas eisdem reddere contradixit, & illas p'fat' C. B. & C. reddere adhuc contradicit & injuste detinet unde dict' quod deteriorat' sunt ad damnum habent' ad valent', Ec. Et inde produciunt Sententiam, Ec. Et proferunt hic in Cur' Literas Administratoz' p'dictas, Ec.

Et p̄dica' J. f. per R. B. Attor̄m Bar infra
 suum ven̄ & defendi injur quando, &c. etatem.
 Et dic' quod p̄dica' T. R. & C. actionem
 suam p̄dica' versu' eum habere non de-
 bet quia dic' quod ipse tempore confe-
 rationis Bille p̄dica' fuit infra etatem
 viginti & unius Annorum, & hoc pa-
 rat est verificare: Unde per Indic' &
 p̄fate T. R. & C. actionem suam p̄dica'
 versu' eum habere debent, &c. Et
 p̄dica' T. R. & C. dicunt quod ipsi pro
 aliqua p̄allegat ab actione sua p̄dicta
 habendi p̄cludi non debent, quia di-
 cunt qd p̄dictus J. H. tempore confe-
 rationis Bille p̄dicte fuit plene etatis
 viginti & unius Annorum, ac non in-
 fra etatem, prout p̄dictus J. H. supe-
 rius allegabit: Et hoc per qd inqui-
 ratu' p̄ Patriam & p̄dica' J. H. simi-
 liter: Ideo p̄ceptu' est, &c.

A. S. virtute brevis, &c. querit Declaration
 versu' C. P. de placito quare p̄dictus in Action up-
 A. die, &c. apud, &c. mutuo accepit on the Case,
 de p̄dica' C. P. xii l. &c. & adtunc & for not deli-
 ibidem pignora'vit & in nomine pig- vering of a
 noris dedit & deliberavit p̄fate C. P. Pawn upon
 diversa Bona & Catalla p̄dica' A. S. Tender of the
 ad valenc' xxiv l. legalis, &c. pro se- Money bor-
 curitate Solutionis eidem C. P. pre- rowed.
 dicta' xii l. una cum interesse p̄ defe-
 rendi & dando diem Solutionem dicta' xii l. juxta rat' vi l. per Cent. quousq;
 p̄dica' A. S. p̄dica' xii l. p̄dica' C. P. re-
 sol-

solbat. Et p̄fat C. P. ad tunc & ibi-
dem videlicet die, &c. p̄dica' apud, &c.
in consideratione Premissoꝝ super se
assumpsit, & eidem A. S. ad tunc &
ibidem fidelit̄ promisit quod ipse p̄fat
C. P. Bona & Catalla p̄dica' sibi per
p̄fat A. S. antequa pignora & delib-
bera & eidem C. P. super solutionem
p̄dictarum xii l. una cum interesse pro
p̄dictis xii l. iuxta rat̄ p̄dica' sibi fa-
ciend̄ bene & fidelit̄ redeliberaret: Ne-
licet p̄dictus A. S. postea scilicet Die
& Anno, &c. & sepius postea apud,
&c. p̄dictas xii l. una cum interesse pro
eisdem xii l. iuxta rat̄ vi l. per Cent.
per totum tempus p̄dica' C. P. plenat̄
ad solvend̄ & satisfaciend̄ obtulit, p̄-
dictus tamen C. P. Promissionem &
Assumptionem suas p̄dictas minime
curans, sed machinans & fraudulent̄,
intendens eundem A. S. in hac parte
callide & subdole decipere & defrau-
dare p̄dictas xii l. una cum fenore pro
eisdem xii l. iuxta rat̄ p̄dictum de p̄-
fat A. S. recipere, & Bona & Catal-
la p̄dicta eidem A. S. deliberare om-
nino recusat ad grave dam̄ ipsius
A. S. &c.

Upon Pro-
mise to pay
so much for
a Thing as it
should be
reasonably
worth.

J. J. &c. queritur de R. R. de
placito transge sup Casum, &c. pro co-
cum dictus R. R. Die, Anno, &c.
apud, &c. in consideratione qđ p̄dictus
J. J. ad requisitionē dia' R. R. bar-
ganizasset & vendidisset eidem R. R.

undecim carectatas carbonum super
se assumpsit & p̄fat J. J. ad tunc &
ibidem fidelit̄ promisit quod ipse idem
R. R. tantas denariorum summas
quantas predicta undec̄ carectatas
carbonum rationab̄ valebant eidem J. J.
cum inde requisit̄ fuisset bene & fidelit̄
solvere & contentare vellet. Et p̄fat
J. J. in facto die quod p̄dicte unde-
cim carectate carbonum rationabilie
valebant trigint̄ & tres solidi, &c.
predictus tamen R. R. Promissionem
& Assumptionem suas predictas mi-
nime curans sed subdole & callide in-
tendens eundem J. J. in premis de-
fraudare & decipere, licet sepius re-
quisit̄ p̄dicte trigint̄ & tres solidos ei-
dem J. J. non solvit, sed illi ei huc-
usq; solvere omnino recusabit & ad-
huc recusat contra Promissionem & As-
sumptionem suas predictas ad grave
damm̄ ipsius J. J. unde die quod de-
teriorat est & damm̄ habet ad valent̄
35 s. Et inde producit sectam, &c.

J. B. per C. W. Attor̄d suum que-
ritur de C. f. de placito Transgressio-
nis super Casum, &c. pro eo, viz.
Quod cum p̄dictus C. f. (Die & An-
no) apud, &c. in Com̄ p̄dict̄ ac infra
Jurisdictionem hujus Curie in consi-
deratione quod ipse idem J. B. ad
speciales instantiam & requisitionem
p̄dicti C. f. assignaret p̄fato C. f.
remanet termini sui duos Annos qđ
habuit

Upon Pro-
mise to pay a
Sum of Mo-
ney on assign-
ing of a Term.

R

habuit in uno Clauso prati cum ptin
jacent & existent in, &c. pdict in Com
pdict ac infra Jurisdictionem pdict
ante vicesimum quintum diem Martii
tunc instantis super se assumpsit & ei-
dem J. B. adtunc & ibidem fideliter
promisit quod ipse idem C. f. triginta
solidos legalis, &c. eidem J. B. ad
sigillationem ejusdem Assign bene &
fideliter solvere & contentare vellet.
Et eidem J. B. in facto dicit, quod
ipse idem J. B. postea & ante pdict
vicesimū quintū diem Martii pdict scil
vicesimū die Martii Anno Regni Do-
mine Regine nunc decimo supradict
apud, &c. pdict ac infra, &c. p scrip-
tum suum sub Sigillo ipsius J. B.
assignavit eidem C. f. remanere ter-
mini sui pdict in Clauso pdict ad pre-
dict instantiam & requisitionem dicti
C. f. pdict tamen C. f. Promissio-
nem & Assumptionem suas predictas
minime curans, &c. pdict triginta so-
lidos non solvit, &c.

For Oxen sold
warranted to
draw well,
and not pro-
ving so.

A. B. per J. S. Attorū suum que-
ritur de C. f. de placito Transgressio-
nis super Casum, &c. pro eo videt qd
cum idem A. B. (Die & Anno) apud,
&c. in Com pdict ac infra Jurisdi-
ctionem hujus Curie emebat de eod
C. f. duos Bobes pro quadam Pec-
unie summa adtunc & ibidem eidem
C. f. per ipsum A. B. agreeat solvend
pfatus C. f. in consideratione inde
sup

sup se assumpsit & eidem A. B. War-
rantizabat quod pdicti duo Bobes ad
hauriend apti & assueti fuissent & in
hauriend quieti & ordinati forent ubi
revera Bobes pdicti ad hauriend mi-
nime apti aut assueti fuissent & tunc
in hauriendo furiosi inquiet & inordi-
nati fuerunt, & adhuc existunt. Et
sic pdictus C. f. ipsum A. in vendi-
tione duorum Boborum pdicti callide &
subdole adtunc & ibidem decepit &
defraudabit p qd diversa ardua nego-
tia ipsius A. in Agricultura p spa-
cium quatuor Mensium infecta reman-
ser ad damnum, &c.

N. D. per, &c. queritur de J. B. de
placito Transgr super Casum eo
quod cum Die, &c. apud, &c. pdictus
J. B. indebitat fuit eidem N. D. in
octodecim solidos, &c. pro cibo & potu
quibus pstat N. D. apud, &c. ipsum
supplevit, & sic indebitat existens in
consideratione quod pdictus N. D. ad
tunc & ibidem apud, &c. & infra Li-
bertat & Jurisdictionem hujus Curie
ad special instanc & requisitionem
ejusd J. B. tempus daret pro solu-
tione eorundem 18 s. usq ad pr' diem
sequend ipse idem J. B. sup se assump-
sit & eidem N. D. adtunc & ibidem fi-
delit' promisit quod, &c. pror' diem
bene & fidelit' solvere & contentare vel-
let. Et licet pdicti N. D. usq ad pror'
diem sequent & hucusq precepit solu-

For Diet and
Time given
for Payment
of the Debt.

tionem eod. 18 s. p̄dictus tamen J. B. Promissionem & Assumptionem suas p̄dictas minime curans, sed machinans & fraudul. intendens eundem P. D. &c.

For a Labou-
er's Hire.

M. H. queritur de G. P. &c. quod cum p̄dictus G. P. Die, Anno, &c. in consideratione quod p̄dictus M. H. ad tunc & ibidem ad requisitionem ejusdem G. P. defalcaret quedam jampna vocat Whins, ejusdem G. P. tunc crecent & existent in quodam Clauso voc le O. jacent infra p̄cinctu' Ville de, &c. & faceret eadem jampna in fascies jampnos. (Anglice Whinkins) sive fasciculos sup se assumpsit ac eidem M. H. ad tunc & ibidem fidelit. promisit quod ipse idem G. P. quant. placeret sive contentaret eidem M. H. pro opere & labore suis in defalcand & faciend dicta jampna in fasciculos in Clauso p̄dicto tandiu p̄fat. M. H. adeo operaret & laboraret p̄ p̄dicto G. P. cum inde postea requisit. fuisset, bene & fidelit. solvere & contentare vellet. Et p̄dictus M. H. in facto dicit quod ipse congruenter defalcabit jampna p̄dicta & illa fecit in fasciculos pro p̄dicto G. P. in Clauso p̄dicto per spacium unius diei integri tunc p̄ox. sequent. & quod optime meruit 12 d. pro stipendio pro opere & labore suis illius diei & quod 12 d. est rationabilis sibi ei placere & contentare p̄ dict. opere

opere & labore diei istius in defalcand
& faciend jam pna pdicta in fasciculos
ut pferitur unde idem G. N. habuit
notitiam pdictus tamen G. N. Pro-
missionem & Assumptionem suas pre-
dictas minime curans, sed callide &
subdole intendens eundem M. H. in
Premissis decipere & defraudare licet,
Ec.

T. B. queritur de J. S. Executor
Testamenti J. P. de Placito Transgr
super Casum, quod cum Die & Anno,
Ec. apud, Ec. in Consideratione quod
predictus T. B. ad special Instanc &
Requisition J. D. in Vita sua depas-
ceret duos Boves ejusdem J. D. in
Tere dicti J. D. in, Ec. in Cond pre-
dicta ac infr Jur pdicta a die, anno, Ec.
ad finem unius Mensis prox sequent
ipse idem J. D. in Vita sua super se
assumpit & eidem T. B. adtunc &
ibidem fidelit promiss quod ipse pre-
fat J. D. tantum quant dicta depast
pro Averiis pdicta rationabiliter vale-
ret eidem T. B. cum idem J. D. in-
de requisit fuisset bene & fidelit sol-
vere & contentare vellet. Et ppsat
T. B. in facto die quod ipse a predicto
die, Ec. ad finem unius Mensis tunc
prox sequent depavit dictos duos Bo-
ves ipsius J. D. in Tere ejusdem
T. B. in, Ec. pdicta ac infr Jur pdicta.
Et quod eidem depast rationabiliter
valebat 12 s. Ec. pdicta tamen J. D.

Against an
Executor for
agisting of
Beasts.

in Vita sua, & p̄dix' J. S. post Morte-
tem ipsius J. D. Promissionē & Al-
sumptionē ejusdem J. D. minime cu-
rans, sed machinans & fraudulens
intendens eundē C. B. in hac Parte
callide & subdole decipere & defrau-
dare p̄dictos 12 s. vel aliquem inde de-
nare eidem C. B. nondū solvit, nec p̄
eisdē aliqualit contentabit sed ille sol-
vere p̄dix' J. D. in Vita sua licet re-
quisit, recusat, & p̄fat J. S. post
Mortem ipsius J. D. recusabit, & ad-
huc recusat: Unde idem C. B. dic
quod deterior est & damm̄ habet ad
Valens 30 s. Et inde produc' Sextam,
&c.

For a Horse
sold, and war-
ranted to be
sound.

W. M. p̄ R. B. Attorū suum que-
ritur de R. R. de Placito Transgr su-
per Casum eo qđ cum p̄dictus W. M.
Die & Anno, &c. apud, &c. emisset de
p̄dicto R. R. unum Attrum Spado-
nem [Anglice one Black Gelding] pro,
&c. legalis, &c. ipse idem R. R. ad-
tunc & ibidem warrantizabit eundem
Spadonem esse incolumem & sanum,
ac nullo Morbo vel Infirmitate te-
neri: Et p̄dictus W. M. in fac die
quod p̄dix' Spado tunc adeo infect'
fuit cum quodam Morbo pestifero vo-
cato, &c. & diversis aliis Morbis &
Infirmitatibus, quodq; p̄dictus Spa-
do parvum valebat, ad damm̄ ipsius
W. M. 39 s. Et inde produc' Sextam,
&c.

J. R.

J. R. queritur de J. N. de Placito Transgr^e super Casum, &c. quare cum dictus J. N. die & anno, &c. apud, &c. in Consideratione qd^o predictus J. R. adtunc & ibidem ad Instantiam & Requisitionem ejusdem J. N. mutuo dedisset & deliberasset eidem J. N. unum Badium Equulum, [Anglice one Bay Nag] Prec^o 5 l. redeliberand^o eidem J. R. cum inde postea requisit^o fuisset plac^o J. N. super se assumpsit & eidem J. R. adtunc & ibid^o fidelit^{er} promissit quod ipse idem J. N. eundem Equulum eidem J. R. cum inde postea requisit^o fuisset fidelit^{er} redderet & delibaret, ac etiam 12 d. p^{er} quolibet die quo plac^o J. N. laboraret & equitaret eundem Equulum eidem J. R. cum inde postea requisit^o fuisset bene & fidelit^{er} solvere & contentare vellet. Et plac^o J. R. in facto die quod idem J. N. per trigine dies eundem Equulum laborabit & equitabit; videlicet apud, &c. predictus tamen J. N. Promissionem & Assumptionem suas predictas minime curans, sed callide & subdole intendens eundem J. R. in Premissis decipere & defraudare, scilicet die, anno, &c. predicta, ac etiam diversis diebus & temporibus postea & ante Inceptionem hujus secte apud, &c. ad deliberand^o eundem Equulum eidem J. R. sepius requisit^o fuit, sed predictum Equulum reddere sibi delibe-

For a Horse lent, promising to deliver him.

rare omnino recusabit & adhuc recusat, necnon 30 s. pro Labore & Mercede ejusdem Equuli pro trigint diebus pdictis eidem J. R. non solvit, sed illi ei solvere similiter recusabit, & adhuc recusat, ad grave damnum ipsius J. R. &c.

Against a
Carrier, for
Loss of Goods
deliver'd to
him.

G. B. queritur de P. M. de Placito Transge super Casum, p eo qd cum pfae P. M. (tali die & anno) & diu antea & semper postea hucusq fuit, & adhuc existit communis Gestator, [Anglice a Common Carrier] a Civitate, &c. in Com pdict ad Wille de, &c. in dicto Com & a pdict Wille de, &c. Et idem P. M. eodem die & anno, & diu antea, & continuo postea hucusq usitat & assuet fuit per se & Serbientes suos super Equos ipsius P. M. Bona & Catalla pro rationabil & legal Stipend & Salar aliquibus Personis in ea Parte inde solvend carriare ultro citroq inter pdict Wille de, &c. & &c. juxta usual Agreement & Solution in ea Parte faciend & habend. Cumq etiam secund Leges & Consuetud hujus Regni, omnes Gestatores qui Bona & Catalla de aliquibus Person recipiunt sic gestitand pro rationabil & legal Stipend sive Salar inde dand & solvend obligat sunt ad conserband & gestitand eadem Bona & Catalla consimilium Personarum sic recept sine eorum Spoliatione, Detentione vel Per-

Perditione; ita quod pro vel per de-
 fectū consimilis communis Gestatoris
 nullum damnum ullo modo contingerit
 talibus Personis per Gestationem in-
 de cumq; p̄dicta P. M. p̄dicta (tali die &
 anno) apud, &c. p̄dictam ac infra
 Jur p̄dicta super suscepisset cariari und
 fiscum [Anglice a Trunk) firmas se-
 ras cum diversis Denariis Sum de
 Bonis & Catallis p̄dicti G. B. ad
 Valenc, &c. in eodem fisco tunc exi-
 stent tuto & sedulo a p̄dicta Ville, &c.
 ad dictam Villam, &c. & p̄ cere &
 usual Stipendiū Salar & fiat pro Ge-
 statione ejusdem fisci Denar Bono-
 rum & Catallorum p̄dictorum p̄ pre-
 fat G. p̄fat P. M. postea solvend.
 Et p̄dicta P. M. postea, scilicet tali
 die & anno p̄dicta apud, &c. p̄dicta de
 ipso p̄fat G. B. fisco p̄dicta recepit
 cum denar Bonis & Catallis p̄dicta
 in eod fisco ut p̄dicta est seras in For-
 ma p̄dicta gestitans p̄dicta P. M. fisco
 cum p̄dicta cum denar Bonis & Catall
 p̄dictis de p̄fat G. B. postea, scilicet
 tali die & anno, tam negligenter &
 improvide conservabat & carriavit qđ
 diversa denar sum Bona & Catall
 ipsius G. B. in eod fisco ut p̄dicti-
 tur seras scilicet 15 s. in denar nume-
 rat und Par, &c. ad Valenc, &c. per
 remissam Custodiam ipsius P. M. ad-
 tunc & ibidem amissa fuer. Et quod
 ipse p̄fat G. B. eodem denar Bona &
 Catall ulc mentionat a Tempore illo
 usq;

usq; diem, &c. scilicet tali die & anno, non recepit nec habuit, licet p̄dictus P. M. per eundem G. B. postea, scilicet tali die & anno, sepius requisit' fuisset Denar' Bona & Catalla p̄dicta eidem G. B. deliberare, unde idem G. B. dic' qđ damnum habet, &c.

Slander for
calling the
Plaintiff
Thief, &c.

E. R. queritur de G. S. de placito, &c. eo quod cum p̄dictus E. R. bonus verus fidelis & honest' subdit' & ligens Dom' Reg' nunc sit, & tanquam bonus servus & fidelis ligens dic' Dom' Reg' & progenitorum suorum nuper Regum Anglie a tempore Patibitatis sue hucusq; se gesserit, habuerit & gubernabit, bonorum nominis fame conditionis, conuersationis, & reputationis, tam apud venerabiles personas, quam alios fideles subdit' dic' Dom' Reg' progenitorum suorum quibus idem E. R. not' fuerat ac cum quibus idem E. R. quoquo modo consortium habuerat per totum tempus p̄dict' habit' not' dictus & reputat' fuerat, absq; aliqua macula, furti, felonie, latrocinii, aut alicuius alius falsitat' seu criminis nocivi sive suspitione inde hucusq; illesus & intact' semper vixit & remansit p̄dictus tamen G. S. p̄missorum non ignatus, sed machinans & malitiose intendens eundem E. R. non solum in bonis nomine, fama, opinione, credentia, estimatione & reputatione suis

is ledere detrahere, pejorare, & penitus destruere verum etiam eundem E. R. in perturbatione, vexationem, & infamiam ac bonorum & catallorum suorum forisfactur inducere Die, Anno, Loco, &c. in Com. p̄dicto ac inf̄ Jur. hujus Cur. hec falsa malitiosa, & scandalosa verba eidem E. R. de eod. E. R. in present. & audit. quamplurimorum fidel. subdito. dic. Dom. Reg. nunc palam & publice, falso & malitiose dixit, retulit, propalabit & publicabit in his verbis sequent., Thou (p̄dict. E. R. innuend.) art a Thief, and I (p̄dict. G. S. innuend.) will prove thee a Thief, and a Horse-stealing Thief from thy Cradle. Quorum quidem falso. & scandalosorum Anglicanorum verborum dictionis & propalationis pretextu idem E. R. non solum in bonis nomine fama credent. estimatione & reputatione suis p̄dictis multipliciter lesus & deteriorat. existit. verum etiam in magnam infamiam & publicum opprobrium illapsus est, ita qd. diversis person. honest. & fidel. subdit. die Dom. Reg. nunc qui ante illud tempus consortium habere cum eod. E. R. usitat. fuer. & ipsum multopere estimarunt seipsos a consortio & societate ejusdem E. R. retrahunt & intromittere & commercium habere cum eod. E. R. penitus recusant, ad grave damnum ipsius E. R. 39 s. Et inde produc. Sciam, &c.

J. B.

Trover and
Conversion.

J. B. virtute brevis, &c. querit' de
J. C. de placito transgr super Casum
 Co quod cum pdict' **J. B.** Die, Anno,
 &c. apud, &c. possess. fuisset de un-
 cessa Equa (Anglice, one Grey Mare)
 p'ec, &c. ut de bonis & catall' suis p-
 priis, & sic inde possessionat' pdict'
J. B. Die, Anno, &c. pdict' Equam
 extra man' & possession' suas casuali-
 ter pdidit & amisit; que quid Equa
 postea, Scilicet Die Anno, &c. apud,
 &c. ad man' & possession' ipsius **J. C.**
 devenit: P'edict' tamen **J. C.** cert'
 sciend equam pdict' fore equam ipsius
J. B. ad ipsum de jure spectare &
 machinans eundem **J. B.** de pdict'
 Equa decipere, licet sepius requisit',
 &c. pdict' Equam eidem **J. B.** non
 deliberavit sed p'fat' **J. C.** postea sci-
 licet Die Anno & Loco, &c. eand'
 equam in usum & commod' suum pro-
 prium disposuit & convertit, ad grave
 dam' ipsius **J. B.** unde dic' quod de-
 teriorat' est & dam' habet ad valenc',
 &c. Et inde produc' Sextam.

Detinue.

C. D. per **E. B.** Attornd suum que-
 ritur de **R. M.** de placito quod reddat
 ei bona & catalla ad valenc' 38 s. &c.
 que ei injuste detinet, &c. pro eo quod
 cum pdict' **C. D.** Die, Anno, &c. apud,
 &c. deliberavit eid' **R. M.** und. &c. p'ec-
 tii 20 s. und, &c. p'ecii 10 s. & und, &c.
 ad valenc' 8 s. pro eodem **C.** salvo cu-
 stodiend'

modiend & eidem T. D. cum ipse idem
R. M. inde requisit fuisse deliberand
predicta tamen R. M. licet sepius in-
de requisit bona & catalla predicta ei-
dem T. D. nond redeliberaverit, sed
illa ei hucusq redeliberare contradi-
xit, & adhuc contradicit & injuste de-
tinet. Unde predicta T. D. dic quod
deteriorat est & damnum habet ad va-
lens 20 s. Et inde producat sextam, &c.

N. O. queritur de W. C. de placito
transgr. Co quod predicta W. C. Die,
Anno, &c. apud, &c. in Com predicta
& infra Jurisdictionem hujus Cur
super ipsum N. O. insult fecit & reposit-
orium (Anglice a Stall) ibidem in
Mareto posuit & erecta fregit & intra-
vit, & mercimonia sua videlicet Alu-
am (Anglice dress'd Leather) ad va-
lens, &c. Super reposito suo pre-
dicto imposuit disposuit prosternavi &
poliavit & al enozymia ei intulit ad
grave damnum ipsius N. O. Unde dic
quod deteriorat est & damnum habet
ad valens, &c. Et inde producat se-
xtam, &c.

Trespass for
breaking the
Plaintiff's
Stall in the
Market, and
assaulting
him.

J. A. queritur de T. S. de placito
transgr, &c. Co quod cum predicta
T. S. Die Anno, &c. quoddam clau-
um ipsius J. A. voc, &c. apud, &c.
in Com, &c. fregit & intravit & her-
am ipsius J. A. adtunc & ibidem
rescend valo 10 s. cum quibusdam
averiis

For breaking
the Plaintiff's
Close, &c.

averiis videlicet vaccis bobus iudens
equis porcis & bidentibus depas-
fuit conculeavit consumpsit & spolia-
vit transgressionem predictam a pre-
dicto Die, Anno, &c. predicta duram
terminum unius mensis integrum tum
prior sequentibus diversis diebus & vic-
bus continuandi ac alia enormia
intulit ad grave dampnum ipsum
J. N. Unde dicit quod deterioratus est
dammum habet ad valentiam 36s. Et inde
producit sextam, &c.

For entring
the Plaintiff's
Close, and
treading the
Grass.

J. N. queritur versus T. B. de
in placito quare Vi & Armis clausus
ipsum J. N. apud, &c. fregit & her-
bam suam ad valentiam 20s. & 6d. ibi-
dem nuper crescentibus pedibus suis am-
bulandi conculeavit & consumpsit. Et alia
enormia ei intulit ad grave dampnum
ipsum J. N. & contra pacem Domini
Regis nunc, &c. Et unde idem J. N.
dicit quod cum predicta T. B. die Anno
&c. Vi & Armis clausus ipse J. N.
apud, &c. fregit & herbam suam ad
valentiam, &c. ibidem nuper crescentibus
pedibus suis ambulandi conculeavit & con-
sumpsit & alia enormia, &c. ad grave
dampnum, &c. & contra pacem, &c.
Unde dicit quod deterioratus est
dampnum habet ad valentiam, &c.

Bar.

Et predictus T. in propria Persona
sua venit & defendit Vicum & Injuriam
quando, &c. & dicit quod ipse in nullum

est inde Culp de Transgræ prædicta pro-
ut prædicta J. superius versus eum
querit. Et de hoc ponit de super Pa-
triam. Et prædicta querens simili-
ter, &c.

H. S. queritur de W. P. Placito
Transgræ eo quod cum prædicta W. P.
Die Anno, &c. apud, &c. unum
Equam ipsius H. S. præc, &c. ad-
tunc & ibidem invenit verberavit,
vulneravit & fugavit, ac cum quo-
dam Cane momordit, ita quod ra-
tione prædicta Verberationis, Fuga-
tionis, Vulnerationis, Morsus ejusd
Eque, adtunc & ibidem interit præ-
dicta Equa : Et al Enormia ei intulit,
ad grave damnum, &c.

For a Dog bi-
ting a Mare,
so that she
died.

A. B. querit de D. C. de Placito
Transgræ, &c. quod &c. Claus ipsius
A. B. apud, &c. fregit & viginti Oves
ipsius A. B. præc, &c. ibid nuper
invenit cepit & effugavit, eos in quenda
insalubri Pastur infra Villæ prædicta &
ex Malitia sua eosd Oves tam diu
detinuit super Pastur prædicta quod illi
Oves Insalubritate illius Pastur
putridi & insalubres existent interie-
runt & al Enormia, &c.

For pasturing
of Sheep in a
rotten Pa-
sture, where-
of they died.

T. S. queritur de G. G. de Pla-
cito Transgræ, &c. quod prædicta G. G.
Die Anno, &c. Claus ipsius T. S.
existen und Aer Terr arabit jaced
in, Corn.

For digging
and plough-
ing the Plain-
tiff's Ground,
and taking
away his
in, Corn.

in, &c. fregit & intrabit, & solum ejusdem Clausi Aratro suo effodit & proficidit; & postea, scilicet Die, Anno, &c. predia apud, &c. predia & infra Jurisdictionem predia quod predia G. G. Clausum predia ipsius T. S. fregit & intrabit, & Garbas suas, scilicet duas Carectatas Avenarum ipsius T. S. ibidem nuper defalcae ad Valenc 25 s. cepit & asportabit; & al Enormia ei intulit, &c.

Trespas and
Assault.

J. H. queritur de J. S. de Placito Transge, &c. insult, &c. eo quod predictus J. S. Die, Anno, &c. apud &c. insult & Affraiam fecit in ipsum eundem J. H. & ipsum adtunc & ibid verberavit & maletractavit, ita quod de Vita ejus desperabatur; & al Enormia ei intulit ad grave damnum ipsius J. H. &c. unde die deteriorat est, &c. 30 s. Et inde producat Sextam, &c.

PLEADINGS.

Nil debet.

ET pdia A. B. veni & defend Injur quando, &c. & die quod pdia J. G. Actionem suam pdia versus eum habere non debet, quia dicit quod ipse eidem A. B. non debet prefato J. G. pdia 20 s. nec aliquem denar inde, prout pdia J. G. superius

rius versus p̄dia' A. B. narrabit,
& de hoc pōd se super Patriam, &c.

Et p̄dia' R. S. veni & defendi Dim Nil detinet.
& Injur quando, &c. & die quod ipse
Catalla p̄dia' p̄fear R. L. non deti-
net neq; aliquam Parcel in modo pro-
ut p̄dia' R. L. superius versus eum
narravit; Et de hoc pōd se super Pa-
triam, &c.

Et p̄dia' G. W. veni & defendi In- Non culp'.
jur quando, &c. & die quod ipse in
nullo est culpabilis de Transgr p̄dia'
p̄out p̄dia' J. C. superius versus
eum narravit: Et de hoc pōd se super
Patriam, &c.

Et, &c. quando, &c. Et die quod Non est fa-
ipse de Debito p̄dia' Virtute Scripti Sum.
p̄dia' onerari non debet, quia die
quod Script p̄dia' non est factum
suum: Et de hoc pōd se super Pa-
triam, & p̄dia' A. similiter, &c.

Et p̄dia' B. per S. H. Attorū suum Non cepit.
Veni & defendi Dim & Injur quando,
&c. Et die qđ ipse non cepit Abicia
p̄dia' p̄out p̄dia' A. superius versus
eum querit. Et de hoc pōd se super
Patriam, & p̄dia' A. similiter, &c.

Et p̄dia' H. B. veni & defendi In- Non assump-
jur quando, &c. & die quod ipse non sic.
assumpsit super se Modō & forma
S p̄out

prout p̄dīa' T. R. versus eum narra-
vit : Et de hoc ponit se super Patri-
am, &c.

Bar per Ac-
quittance.

Quando, &c. Actionem suam habere
non debet, &c. quia die quod post
Confessionem Scripti p̄dīa' scilicet
(Die Anno, &c.) Querens per quan-
dam Billam suam acquietane quam
dīa' Defendens Sigillo Querentis
signat hic in Cur proferet, cuius dat
est eisdem Die & Anno, acquietabit
& exonerabit ipsum eundem Defen-
dentem per Pomen, &c. de omnibus
Actionibus, Placitis, Demand, De-
bitis, Computis & Litibus, a Prin-
cipio Mundi usque Diem Dat' ejus-
dem Wille : Et hoc, &c. si Judi-
cium, &c.

Replicatio.

Querens die quod precludi non de-
bet, &c. quia die p̄dīa' Villa Ac-
quietane non est factum suum : Et hoc
per, &c.

Solvit and
Release.

Et p̄dīa' J. S. veni & defendi Dim
& Injur quando, &c. & die quod p̄-
dīa' J. W. Actionem suam p̄dīa' versus
p̄fatar J. S. habere non debet quia
die quod p̄dīa' J. W. post Confessionem
ejusdem Wille, & Inceptionem hujus
Sece, videlicet Die Anno, &c. apud,
&c. per quod Scriptum suum, &c. cognos-
vit & confessus est se fore plenarie sa-
tisfactum & contentum de p̄dīa' summa, &c.
in

in Villa p̄dicta mentionat, & inde acquietabit & relaxabit eundem J. S. de & ab omnibus Actionibus quas p̄dict' J. W. versus eund' S. Ratione Confection' Ville p̄dict' habere potuit; & hoc parat est verificare; unde per Iudic' si p̄dict' J. W. Actionem suam p̄dict' versus eum habere debet, &c.

Et, &c. quando, &c. & die quod p̄dict' J. G. Actionem suam p̄dict' versus eum habere seu manutenere non debet, quia quod 20 s. Parcel, &c. idem J. die quod p̄fatus J. A. Die Anno, &c. ante Inceptionem hujus Actionis bene & fidelit' solvit eidem J. G. 20 s. Part' supramentionat' debite in Narratione p̄dicta specificat videlicet apud, &c. p̄dict' & infra Jurisdictionem hujus Cur, Et quoad quinque Solidi & sex Denarij residui Debiti in Narratione p̄dicta specificat idem J. A. ulterius die qd ipse postea scilicet Die, Anno, &c. p̄dict' ante Inceptum hujus Actionis apud, &c. p̄dict' obtulit eid' J. G. p̄dict' quinque Solidi & sex Denarij quos quidem quinque Solidi & sex Denarij idem J. G. adtunc & ibidem acceptare recusavit: Et hoc p̄fatus J. A. parat est verificare, & per Iudic' Cur si p̄dict' J. G. Actionem suam p̄dict' versus eum habere debeat, &c.

Solvit to Part,
and Tender
to other Part.

Replication.

Et p̄dicta' J. G. quoad Placitum p̄dicta' J. A. quoad p̄dicta' 20 s. Parcel Debiti p̄dicta' dic' quod ipse per aliqua p̄allegat ab Actione sua p̄dicta' versus eum habend' p̄cludi non debet, quia dic' quod p̄dicta' J. A. non solvit p̄dicta' 20 s. eidem J. G. prout p̄dicta' J. A. superius allegabit. Et hoc per quod inquiretur per Patriam, & p̄dicta' J. A. similiter, &c.

Demur to the other Plea.

Et quoad p̄dicta' placit' ejusd' J. A. quod p̄dicta' quinque Solidi & sex Denarii Resti Debiti p̄dicti p̄dicta' J. G. dic' quod p̄dicta' Placitum ejusdem J. A. Modo & forma p̄dicta' placitat' & Mater in eod' content' non est sufficiens in Lege ab Actione sua p̄dicta' versus eundem J. A. habend' p̄cludend'; Et quod Placito p̄dicta' Modo & forma p̄dicta' placitat' necesse non habet, neq' tenetur per Legem respondere. Unde pro Defectu sufficien' Responsionis in hac Parte p̄dicta' J. G. per Judicium & p̄dicta' 5 s. 6 d. Resti Debiti sui p̄dicta' una cum Damnis suis, Occasione Detentionis Debiti illius sibi adjudicari, &c.

Ne Unques Executor.

Et p̄dicta' C. H. veni & defendi Injur quando, &c. & dic' quod p̄dicta' C. C. Actionem suam p̄dicta' versus eam

eam habere non debet, quia die quod ipse nunquam fuit Executor Testamenti & ultime Voluntat' predict' R. H. nec aliqua Bona seu Catalla que fuer' ejusdem R. H. Tempore Mortis sue ut Executor Testamenti & ultime Voluntat' predict' R. H. post Mortem ipsius R. H. unquam administravit: Et hoc prefat' C. H. parat' est verificare; unde per Judic' si predict' C. C. Actionem suam predict' versus eum habere sive manutenere debeat, &c.

Et predict' M. A. veni & defendi Dim & Injur' quando, &c. & die quod predict' A. B. Actionem suam predict' versus eum habere non debet, quia die quod ipse plene administravit omnia Bona & Catalla que fuer' predict' C. A. Tempore Mortis sue, & quod ipse nulla habet Bona & Catalla que fuer' predict' C. A. Tempore Mortis sue in Manibus suis administrand' nec habuit Tempore Intrationis hujus Loquet' ipsius A. B. nec unquam postea: Et hoc parat' est verificare; unde per Judicium si predict' A. B. Actionem suam predict' versus eum habere debeat, &c.

Plene Administravit.

Et predict' A. B. die quod ipse per aliqua Preallegat' ab Actione sua predict' habend' precludi non debet, quia die quod prefat' M. A. Die Intrationis hujus Loquet' scilicet Die, Anno,

Replication.

no, &c. apud, &c. predia' & infra Jurisdiction' predia' diversa Bona & Catalla habuit que fuer' predia' T. A. Tempore Mortis sue in Manibus suis administrand' ad Valenc' Debiti' p'dia' unde eidem A. B. de Debito predia' satisfecisse potuit; Et hoc per quod inquiratur per Patriam: Et predia' M. A. similiter, &c.

Conditions
performed.

Et predia' M. C. veni & defendi Dim & Injur quando, &c. & per audie Scripti predia' & ei legitur, &c. per etiam audie Condition' ejusd' Scripti & ei legie in hec Verba; (videlicet) The Condition of this Obligation, &c. (Recite all the Condition) Quib' leais & audie idem M. G. die quod predia' C. G. Action' suam predia' versus eam habere non debet, quia die quod Artic in Condition' predia' superius mentionat' fac' fuer' apud, &c. Die, Anno, &c. predia' inter eund' C. G. de A. in dicto Com' Gen' ex una Parte & predia' M. G. per Nomen M. G. de, &c. Yeoman, ex altera Parte cuius quidem alteram Partem signat' cum Sigil' ejusdem C. G. predia' M. G. hic in Cur' p'ofert' cujus Dat' est eodem Die & Anno. Imprimis, (Recite all the Articles throughout) & p'efat' M. G. die quod i, se performabit & servabit omnia & singula Conventiones, Confessiones, Articulos, Clausas, Sentenc' & Agreemene quecun-
que

que in Articulis predicta' specificat ex Parte sua observand' performand' complend' & servand' secund' formam & effectum eorundem Articulorum; & hoc parat' est verificare: Unde per Iudicium si predicta' C. G. Actionem suam predicta' versus eum habere debeat, &c.

Et predicta' C. G. dic' quod ipse per Replicatio. aliqua preallegat ab Actione sua predicta' habend' versus prefat' W. G. precludi non debet, quia protestando quod ipse idem W. G. non performabit sibi servabit aliqua contentiones concession' articulos, clausas sentent' vel agreement in Articulis predicta' specificat ex parte sua performand' & servand' prout predicta' W. G. placitando superius allegabit pro placito, predicta' C. G. dic' quod predicta' W. G. non, &c. (recite the Breach) secund' formam & effect' eorund' articulor'. Et hoc parat' est verificare: Unde per Iudicium & debit' suum predicta' una cum dampnis suis occasione detentionis debiti illius, sibi adjudicari, &c.

Et predicta' W. G. dic' quod ipse Rejoinder. (Recite here, That he did perform the Breach which the Plaintiff assigned) secund' vim & effectum dictorum Articulorum; Et de hoc pon' se super Patriam: Et predicta' C. G. similiter, &c.

Justification
of Slander.

Et, &c. quando, &c. Et die quod
predia' G. L. Actionem suam predia'
versus cum habere non debet, quia
die quod ante dictionem scandalosorum
verborum pretens' in narratione pre-
dia' mentionat (videlicet) Die Anno,
&c. apud, &c. predia' G. L. und Verz-
beem, (Anglice a Wheather Sheep) ad
valenc' 10 s. &c. de bonis & catall ip-
sius H. A. in narratione predia' men-
tionat adtunc & ibidem inveni' felo-
nice furabit cepit & asportabit contra
pacem Dom' Reg' nunc, &c. pretextu
eius predia' f. G. postea scilicet
Die, Anno, &c. apud, &c. Scanda-
losa verba pretens' in narrationem pre-
dia' mentionat dixit affirmabit & de-
clarabit eidem L. G. videlicet, Thou
(prefati L. G. innuend') art a Thief, and
stole H. A.'s Sheep. Et hoc parat' est
verificare; Unde per Iudic' si predia'
L. G. Actionem predia' inde versus cum
habere debeat, &c.

De Son Af.
faul' Demes'n.

Et, &c. quando, &c. Et quoad
transgr' & insult' predia' superius
fieri supposit' idem J. R. die quod
predia' R. W. Actionem suam predia'
versus cum habere non debet quia die
quod predia' R. W. Die, Anno, &c.
predia' in ipsum J. R. apud, &c. in-
sult' fec' & ipsum verberasse vulnerasse
& maletrocasse voluit, per quod idem
J. R. seipsum erga prefat' R. W. ad-
tunc

tunc & ibidem descendebar & dic quod
damm & malum si quod eidem R. W.
ad tunc & ibidem evenit, hoc fuit de
insule ipsius R. W. prop? & in defen-
sione ipsius J. R. Et hoc parat est
verificare; Unde per Iudic si predia
R. W. actionem suam predia versus
eum habere debeat, &c.

Et predia R. W. dic quod ipse per Replication.
aliqua preallegat ab Actione sua pre-
dia habendi precludi non debet quia
dic quod predia J. R. Die, Anno,
&c. supradia apud, &c. in narra-
tione sua predia superius specificat
De & Armis, &c. de injur sua prop?
& absq? causa per prefat R. W. supe-
rius allegat in ipsum R. W. insule
fec & ipsum verberabit vulnerabit &
maletrahabit: Ita quod de vita ejus
desperabatur, contra pacem Domine
Regine nunc; Et hoc per quod inqui-
ratur per Patriam & predia J. R.
similiter; Ideo, &c.

Et predia A. per S. D. Attoꝝ Abatement
suam vici & per Iudic de brevi de per Misnos-
Justie predia quia dic quod nomen mer.
baptism ejusdem, Agnes in brevi pre-
dia nominat est Anna & non Agnes
prout predia B. superius narravit;
Et hoc parat est verificare; unde per
Iudicium de predia brevi de Justie.
Et quod predia breve de Justie qual-
setur.

Et

Abatement
per Variance,
Enter Brief
& Count.

Et predicta A. per J. R. Altornd suum veni & per Judiciū de hzebi de Justie predicta quia dic quod ipse est eadem persona versus quem predicta B. protulit hzebe suum predicta per nomen B. D. alias E. & per idem nomen B. D. alias E. die impetrationis hzebis de Justie ipsius B. & semper postea hucusq cognit & vocat fuit & per idem nomen B. D. alias E. versus eund A. in narratione sua predicta nunc declarabit; absq hoc quod idem B. nominatur sive vocat J. alias V. vel per idem nomen B. D. alias E. ullo tempore cognit vel vocat. Et hoc parat est verificare; Unde per Judiciū de hzebe de Justie predicta, &c.

Judgment
Arrest.

Et predicta R. M. die quod veredia predicta versus cum reddit ex parte prefat M. S. existere vel prosequi non debet quia dic quod narratio predicta & materia in ea content insufficiens est in lege ad Actionem predicta versus cum dand sive manutenend, Unde per Judiciū & quod loquela & veredia quassat sint & pro nullo habeantur, & quod predicta querens nihil recipiat per loquel suam & verdia supra dicta, &c.

Et

Et predicta B. per C. D. Attorn Demurrer ad
 suum vend & defend vim & injur quan Narr'.
 do, &c. Et die quod Narratio ipsius
 P. & mater in ea content' minus suf-
 ficien in lege existunt pro predicta P.
 Actionem suam predicta habend' versus
 eum manutenere: Et quod eidem
 Narrationi modo & forma predicta
 facta idem B. necesse non habet neque
 per legem terre tenetur respondere:
 Et pro causis mote in lege in hac
 parte predicta B. secund' formam Sta-
 tut' in hac parte provis' ostendit Cur
 hec causas sequend' videlicet quod Nar-
 ratio in se continet duplicem & insuf-
 ficien materiam & forma caret. Et
 hoc parat' est verificare; Unde pro
 defectu Narrationis sufficien in hac
 parte idem B. pet' Judic'. Et quod
 predicta P. ab Actione sua versus eum
 habend' precludatur, &c.

Et predicta P. die quod ipse superius Joinder in
 narrand' in Narratione sua predicta Demurrer.
 allegabit materiam in lege sufficien
 Actionem suam predicta habend' versus
 eum B. manutenere. Et hoc parat'
 est verificare quam materiam predicta
 B. non dedit, nec ei aliquid respon-
 dit, sed omnino recusat' verificationem
 illam admittere; unde pet' Judi-
 cium & debit' suum predicta una cum
 damnis occasione detentionis debiti
 illius sibi adjudicari.

Et

Bar for De-
fault of the
Plaintiff's
Fences.

Et p̄dicta' A. & B. per P. S. Ac-
toꝝ suu' veni & defendi Dim & Inju-
riam quando, &c. Et quoad fractio-
nem Clausi p̄dicta' & depast' conculationem
& consumptionem herb' p̄dicta' iidem
A. & B. dicunt quoad p̄dicta' D.
Actionem sua p̄dicta' vers' eos here non
debet quia dicunt quod iidem A. & B.
tempore Trāsgre p̄dicta' fieri supposse
fuer' & adhuc existunt seisse de quodam
Clo pastur' p̄or' jacent eidem Clo ip-
sius D. in quo, &c. in &c. p̄dicta' in
Dñico suo ut de feodo inter que-
quidam Cla quedam est sepes sepan-
quem ab al' p̄dicta' Clausis quam
quidam sepem p̄dicta' D. & omnes illi
quorū Statū ipse idem tunc huit in
Clo p̄dicta' a tempore cuius, &c. facere
& reparare & manutenere us' fuer' &
dicunt qđ sepes illa p' defectu repa-
rationis & mantenentem ejusdem fuit
tempore Trāsgre p̄dicta' fieri supposse
rupt' & prostrat' & qđ averia p̄dicta' A.
& B. in eorū Clausis p̄dicta' ad depas-
centi possit in p̄dicta' Claus' ipsius D.
per rupt' & decas' ejusdem sepis contra
volunt eorū A. & B. intraver' &
herb' p̄dicta' depast' fuer' conculcaver' &
consumpler' & iidem A. & B. Averia
sua p̄dicta' recenta prosequend' in eundem
Claus' ipsius D. per rupt' & decas'
p̄dicta' ad averia sua in eundem Claus'
ipsoꝝ A. & B. refugand' intraver'
ac in Clausis illis celeriter fugaver'
p̄out

prout eis bene licuit qđ est eadem
Trāſgr & fractio Clausi & eadē de-
past conculcatio & consumptio herbe
p̄dia, Unde p̄dia' D. superius vers
eos queritur, Et hoc parat sunt veri-
ficare, &c.

Et p̄dia' D. dicit qđ ipse per ali-
qua superius per p̄dia' A. & B. alle-
gat ab Actione sua p̄dia' vers eosdē
A. & B. habendū precludi non debet
quia dicit qđ p̄dia' A. & B. de inju-
ria sua p̄pria Cum p̄dia' vocat P. in
quo, &c. freger & herbam p̄dia' cum
averis p̄dia' depast fuer conculcaber
& consumpser prout idē D. superius
vers eos inde queritur absq; hoc qđ
ipse idē D. & omnes illi quorū Sta-
tus ipse p̄dia' D. tunc huit in Clo-
p̄dia' a tempore cuius, &c. sepem pre-
dia' facere reparare & manutenere
usi fuer put p̄dia' A. & B. superius
placitando allegaber, Et hoc paratus
est verificare, unde petit Iudicium &
Dampna sua occasione Trāſgr p̄dia'
ibi adjudicari, &c.

Et p̄dia' A. & B. ut prius dicunt
qđ p̄dia' D. & omnes illi quorum
Statum ipse p̄dia' D. tunc huit in
Clo p̄dia' a tempore cuius, &c. sepem
p̄dia' facere reparare & manutenere usi
fuer put ipsi superius placitando
allegaber & de hoc ponunt se super
Patetiam, Et p̄dia' D. similiter, Iſue.
Ideo, &c.

*Replicatio ad
Placitu'.*

*Rejoinder
adinde.*

Quando

*Bar' in Transg',
claiming a
Way over
the Lands.*

Quando, &c. Et quoad tota Trāſſe
p̄dīa' p̄ter conculcatōn & consump-
tōn herbe & graminis p̄dīa' p̄dī-
bus ambulando dicit qđ ipse in nullo
est inde culpabilis & de hoc ponit se
super p̄ria, Et p̄dīa' B. similiter,
Et quoad conculcatōn & consump-
tōn herbe & graminis p̄dīa' p̄dībus ambu-
lando idm A. dicit qđ p̄dīa' A. ac-
tione sua p̄dīa' inde vers' eū here non
debet quia dicit qđ ipse p̄dīa' A. diu
ante p̄dīa' tempus quo supponitur
Trāſſe p̄dīa' fieri pōmonat' fuisse &
adhuc pōmonat' existit de & in uno
Cto vocat . . . cū p̄tīn quodq; idm A.
& oēs alii pōssores & occupatores
Cti illius vocat . . . cū p̄tīn p tem-
pore existēd a tempore cuius, &c. ha-
bere usū fuer' & consuever' p se & servi-
entibus suis quandā Vīa pedestr' du-
ced' a Villa de . . . p̄dīa' in per &
trans quoddam Clum vocat . . .
apud . . . ac infra Jurisdīcōn p̄-
dīa' & abinde in per & trans quod-
dam al' Clum vocat . . . &c. & sic
retroſū a p̄dīa' Cto vocat . . . in per
& trans p̄dīa' Clum vocat . . . & ab-
inde in per & trans p̄dīa' Clum vo-
cat . . . per eandē Vīa usq; ad p̄dīa'
Vill' de . . . ad eundē & redeund' in
Vīa p̄dīa' omni tempore anni ad li-
bitum suū tanquā ad p̄dīa' Claus'
voe . . . cum p̄tīn spectand' p̄tīn
per qđ p̄dīa' A. p̄dīa' tempore quo, &c.

a p̄dict' Villa de . . . p̄dict' in per
 & trans, &c. & sic retrogr̄, &c. (ut
 ante) per eadē Viam ad p̄dict' Villē
 de . . . p̄dict' ibit & redibit p̄out ei
 bene licuit, Et idē A. in eundo & re-
 dundo ut p̄fertur aliquantulum herbe
 & graminis in eadē Via in p̄dict'
 Clo voc . . . in quo, &c. tunc crescē
 pedibus ambulando conculcabit & con-
 sumpsit utendo Via sua p̄dict' & tam
 modicū Dampnū quā potuit ibi fa-
 ciendū que sunt eadē Trāsgē quoad
 conculcationem & consumptionem her-
 be p̄dict' B. unde p̄dict' B. se modo
 inde queritur, Et hoc parat' est ve-
 rissē, unde petit Iudic' si p̄dict' B.
 Accōne sua p̄dict' inde vers' cū here
 debeat, &c.

Et p̄dict' B. quoad Plitum p̄dict'
 p̄dicti A. quoad Concule & Consump
 herbe p̄dict' pedib' Ambulando dicit
 qd' ipse per aliqua in eodē plito pre-
 allegat ab Accōne sua, &c. quia dicit
 qd' p̄dict' A. de injuria sua propria
 herba p̄dict' in Clo p̄dict' nuper cres-
 cē pedib' Ambulando conculcabit &
 consumpsit p̄out, &c. Absq' hoc qd'
 p̄dict' A. & oēs al' possessores & occu-
 pat' Cui p̄dict' voc . . . cū p̄tin' p̄o
 tempore existē a tempore cuius, &c.
 here usi fuer' & consuever' p̄o se & ser-
 vient' suis p̄dict' Viam pedestrem du-
 cē a Villē, &c. p̄dict' in per & trans
 p̄dict' Clum voc . . . & abinde in
 per & trans p̄dict' al' Clū voc, &c.

*Replicatio ad
 placitum.*

(as in the Plea, to) ad libitū suū prout
p̄dict' A. superius p̄litando allega-
vit, Et hoc parat est verificare unde ex
quo p̄dict' A. Trāsgre ill' pedib' am-
bulando superius cognovit idē B.
petit Iudicium & Dampna sua oc-
tione inde sibi adjudicari, &c.

Rejoinder.
Issue.

Et p̄d' A. ut prius dicit qđ ipse idē
A. & oēs alii p̄ssores & occupores Cli
p̄d' voc' . . . cū p̄tin' p̄ tempore exi-
stend' a tempore cuius, &c. hēre ut
fuer' & consuever' pro se & serviēte suis
p̄d' Via pedestre ducend' a Villa de, &c.
p̄d' in per & trans p̄d' Claus' voc', &c.
& abinde, &c. (ut ante) ad eundem
& redeundū in Via p̄d' omni tempore
Anni ad libitū suū put ipse supe-
rius p̄litando allegavit, Et de hoc
ponit, &c. (Et p̄d' Quer' similiter.)

Issue.

Bar in Tres-
pass, That
Goods were
delivered as a
Pawn.

Quando, &c. & quoad fraccōem Cli,
&c. in nullo est inde culpab', &c. &
quoad resid' Trāsgre p̄d' superius fieri
supposse idē B. dicit qđ p̄d' A. Accōd
sua p̄d' hēre non, &c. quia die qđ idē
A. diu ante p̄d' temp' quo, &c. eidē
B. indebit' fuit in 20 p̄ divers' denar'
sumis per eundē A. de p̄d' B. mu-
tuat' & postea & diu ante temp' p̄d'
quo, &c. idē A. apud, &c. eidē B.
bona & catalla p̄d' deliberavit tan-
quam Pignus pro p̄d' 20 s. tenend'
eidē B. ut pignus quousq' p̄dict'
A. p̄fat' B. eosdē 20 s. solvisset &
idē B. in facto die, Qđ p̄fat' A. p̄d'
20 s. eidē B. nondū solvit qđ est
eadē

eadm Trāsgre & Captio & asportatio bonoꝝ & catalloꝝ pꝛ unde pꝛ A. superius modo queritur Et hoc, &c. Unde, &c.

Et pꝛdictꝝ A. dicit qꝛ ipse per aliquam pꝛeallegat ab accione sua, &c. quia die qꝛ pꝛefatꝝ B. de injuria sua pꝛpria absqꝫ aliqua tali causa per ipsuꝝ eundem B. pꝛeallegat Die & Anno pꝛdictꝝ bona & catalla pꝛdictꝝ apud, &c. invent cepit & asportabit pꝛout pꝛdictꝝ A. in Parcꝝ sua pꝛdictꝝ superius suppositꝝ & hoc per quod inquiratur per Patriam (Et Defꝝ silitꝝ.)

Replication.

Issue.

Quando, &c. & quoad Trāsgre pꝛdictꝝ superius fieri suppositꝝ idem B. dicit qꝛ pꝛdictꝝ A. Accōd non, &c. quia die qꝛ postquam Trāsgre pꝛdictꝝ fieri suppositꝝ factꝝ fuit sciltꝝ Die, &c. pꝛdictꝝ apud, &c. pꝛdictꝝ & infra Jurisdꝝ hujus Curꝝ idem B. & A. per mediationꝝ D. & E. Amicoꝝ & familiaritꝝ suoꝝ inter eos amicabiliter interveniendꝝ talis habebatur Concordia & Agreameꝝ inꝝ eos, viz. quod idem B. sꝝ legalis, &c. eidem A. pꝛo amēdꝝ & in satisfaccōdꝝ ejusdꝝ Trāsgre solberet quos quidꝝ sꝝ. &c. idem B. pꝛefatꝝ A. ad tunc & ibi solvit secundum vim formꝝ & effectꝝ. Concordꝝ & Agreameꝝ pꝛdictꝝ, Et hoc, &c. Unde, &c.

Concord
pleaded.

T

Pre-

Replication.

Precludi non debet, quia dicit qđ nunquā habeatur aliqua talis concord sive agreement int ipsos A. & B. qualis pđia' B. superius pfitando allegabit & hoc petit, &c. (Et pđia' B. similiter.)

Issue.

Outlawry pleaded.

Et pđia' A. per, &c. & dicit qđ pđia' B. ad Breve & Parr sua pđia' Responderi non debet quia dicit qđ pđia' B. (Die, Anno, &c.) per nomen B. S. nuper de . . . Peom utlagat fuit & adhuc existit ad sectā cuiusdam C. B. de pfito (as the Case is) unde idm B. convia' est put per Record utlagat pđia' in Cur hic scit apud Westm in Com Midm residen liquet Manifeste, Et hoc parat est verif. per Record ill unde per Iudic si pđia' B. ad Breve & Parr sua pđia' responderi debeat, &c.

*Liberrim Tene-
mentum* plead-
ed.

A. veni & defendi Injur, &c. & dicit qđ pđia' B. acton non, &c. quia dicit qđ Clum pđia' voc &c. apud, &c. in Parr superius menconat in quo Trnsge pđia' suppon fieri est, & pđia' Tempoze quo supponitur Trnsge pđia' fieri fuit solum & liberu Tene-
ment ipsius A. per quod pđia' A. fre-
git & intravit in Claus pđia' voc
&c. & blada & herb ibm crescen &
existen pedib ambulando conculeavit
& consumpsit prout in Parr pđia' su-
perius

perius specificat est prout ei bene licuit, Et hoc parat est verificare unde per Iudicē si p̄dicta B. actōis sua p̄dicta inde vers eum here debeat, &c.

Quando, &c. Et bene advocat captionem averioꝝ p̄dicta in p̄dicta Locus in quo, &c. Quia dicit qđ Locus p̄dicta est Et tempore captionis p̄dicta Et ante fuit quatuordecim Acres terre in &c. Et dicit qđ diu ante tempus captionis p̄dicta iure prius fieri supposit ac eodem tempore p̄dicta A. fuit scilicet in Dico suo ut de feodo de un Messuagium un Gardin, &c. cum p̄tin in, &c. p̄dicta de quibus idem Locus in quo, &c. est Et p̄dicta tempore quo, &c. fuit p̄dicta Et sic inde existens scilicet eadē Messuagium, &c. cum p̄tin diu ante Tempus captionis p̄dicta scilicet (Die, &c. Anno, &c. apud, &c.) p̄dicta eidem C. dimisit Habens sibi a festo p̄dicta tandem eadem A. placuerit reddens inde Annuatim eidem A. (quamdiu p̄dicta C. heret Et occuparet p̄dicta Messuagium, &c.) 30 s. ad festa Sti Michē Archang Et Annun beate M. D. per equal portionem solvend virtute cuius Dimissionis p̄dicta C. p̄dicta Messuagium, &c. cum pertinet a p̄dicta festo Annun, &c. usq ad fest Annun beate M. D. prior ante Tempus captionis p̄dicta habebat Et Occupaverat Et quia 30 s. de Redu p̄dicta virtute ejusdim Dimiss per tempus p̄dicta eidem A. tempore captionis p̄dicta in

Bar by A.
vowry for
Rent.

arrearaꝝ remanser & adhuc remanent insolue idm̄ A. bene advocat capcōm averioꝝ p̄dia' in dicto Loco in quo, &c. Nomine Districcionis, &c. Et hoc parat est verisic unde petit Iudic & Rectori averioꝝ p̄dia' sibi adjudicari, &c.

The like for
Damage-fe-
sant.

Et bene advoc capcōm Vaccar p̄dia' in dicto Loco quo, &c. & injuste, &c. quia die qđ ipse seisis est ac tempore capcōm p̄dia' seisis fuit de m̄ Messuag & 6 acr terre cum pertin in dicta Vill de, &c. (de quibus Locus in quo p̄dic vacc capf fuer est prell) in Dñico, &c. & quia ipse idm̄ A. tempore capcōm p̄dia' vaccas p̄dia' in Loco p̄dia' quo, &c. Damñ faciend inveniit p̄dic' A. easdm vaccas in solo & libero Tenemento suo damnum ibm sic facien cepit p̄out ei bene licuit, Et hoc parat, &c. Unde, &c.

A Record
of a Decla-
ration in an
Action of
Slander, and
Judgment
and Recovery
thereupon,
&c.

Ad hanc Cur ven A. per P. Attorid suid & queritur vers B. de p̄lito Trnsgr sup Casu pro eo videlt qđ cū idm̄ A. bonus verus & fidel subdit Dñe R. nunc Magñ Brit, &c. Et erga omnes homines a tempore Natib' sue hucusq gubernabit & se gesserit & honoꝝ Rōinis fame Creden & Reputacōm cū bonis & gravibus hominib' tam vicinis suis quam al fidel subdit D. R. nunc habie, nor, existimat &

& reputat absq; aliqua falsitate Furto
perjur Felon fraude sive Macula cu-
juscunq; Culpe sive Criminis nocivi
immaculat & intact' per. tot' Temp'
pdict' gesserit & se gubernabit, Pre-
dictus tamen pmissos non ignar'
ex mera nequissima Malitia sua pre-
cogitata intendens Nomen & Famam
ejusdm N. ledere detrahare pejorare
obtenebrare & totaliter destruere ac-
ciam in perturbationem verationem & In-
famiam traducere & inducere quod falsa
ficta & scandalosa verba & mendacia
de eodm N. (tali Die, Anno & Loco)
& infra Libertat' & Jurisd' hujus Cur'
in p'sent' & audie quamplurimos fides
subdit' D. R. dixit retulit &
propalabit, videlt He (eund' N. innu-
end') hath stolen my, &c. Quod quidm
falso & scandaloso verbo dictionis
& ppalationis p'textu idm N. non solum
in bonis P'one & Fama les est veru'
etiam in Regoe suis perficiend' cum
honestis person' o'ibus in emend'
vendend' & barganizand' multum
impedie fuit. Acciam quosd' al'
person' & subdit' dic' D. R. nunc
ea occasione seiplos a Consortio ejus-
dem N. subrapuer' & Consortium
cum eo habere penitus recusaver' &
adhuc recusant unde, &c. ad Dampn'
&c. Et inde producit sectam, &c.

Plea *Non Cul.*

Issue.

Venire.

Verdict.

Damages.

Judgment.

Et predict' B. per, &c. & dicit, &c.
 quia dicit qd ipse non est Culp
 de dictione & propalatione verborum
 in Parte predict' superius specificat'
 nec de aliqua parte eorum modo &
 forma prout predict' A. superius
 vers' eum queritur & de hoc pon
 se super Patriam, Et predict' B.
 silitur, Ideo (the Venire awarded)
 &c. Et Jur' inter partes predict' qui
 ad dicend' veritat' de & super pmiss'
 predict' elect', triat & jurat, dicunt
 super sacrum suum qd predict' B. est
 Culp de dictione & propalatione dicto
 verbo in Parte predict' specific', &
 assidunt dampna dict' A. occasione dic
 tionis & propalationis eorum verborum
 ultra M'is & Custag per ipsum
 circa sectam suam in hac parte ex
 pens' ad . . . & pro eisdem M'is
 & Custag ad . . . Ideo confid' est
 per eandem Cur' qd dict' A. recu
 peret vers' eund' B. dampna sua
 predict' per Jur' predict' in forma pre
 dict' Assessa accciam . . . pro M'is
 & Custag suis, que quidam Damp
 na in toto se attingunt ad . . .
 &c.

In cujus Rei Testimonium sigill' Se
 neschal' Cur' predict' est apposit',
 Dat' apud . . . (Die & Anno.)

Et

Et unde idem A. petit qđ dict' B. ostendat Cur' hic & assignet Defectus ubi falsum Judic' fact' est in dicta Loquela si quodvis ibi fact' fuerit, Unde pzetat B. dicit qđ idem Record' vitiosum est & valde defectibum existit scit in eo quia non liquet per Record' coram quibus Cur' tene fuit, Ac in hoc qđ pdict' A. in Parr sua questus est se Dampn' here & deterior' fuisse ad Valenc' . . . cum per leges hujus Rñi eadē Cur' placita non potest tenere de . . . &c.

Errors assign-
ed on the
false Judg-
ment.

See Processes and Pleadings in this Court, touching Copyhold Lands, towards the End of the Book.

Forms of Admissions, Surrenders, Presentments, Recoveries, &c.

Maner' de S.— } ff. Curia Baron' Spec' A. B. Militis Domini Manerii prædicti ibidem tent' pro Manerio prædict' die, &c. coram W. B. Armigero Senescallo ibidem.

Homagium { *D. C.* } Jur'. | { *H. L.* } Jur'.
 { *T. G.* } | { *J. S.* }

Admission of the Son and Heir on the Death of his Father in Tail, and a Surrender by the Mother of her Estate for Life, and an Admission of the Son thereupon in Fee.

CUM ad Curiam Baronem tene pro Manerio prædicta decimo sexto die Octobris, Anno Regni Dñi Caroli nup Regis Angl, &c. vicesimo J. M. qui fuit Filius Primogenitus & proximus Heres J. M. Senioris pantea defuncta & Marie Uxoris ejus admissus fuit Tenens Dñi sibi & Heredibus suis ad reversionem & remanere omnium & singulorum Messuagiorum Terrarum & Tenementorum postea mentionat videlicet unius Tenementi (vocat Hofes) Heriotabilis cum omnibus & singulis pertinenciis eidem Tenemento spectant necnon quinque Croftae terre prati & pasture simul adjacentes continend p estimationem quadragine acer (sive plus sive minus) necnon trium Croftae sive Clausur terre prati, &c. Necnon unius Tenementi Heriot (vocat E. B. alias

M.)

M.) cum omnibus suis ptinenciis ei-
 dem Tenemento spectand & ptinend cum
 tribus Croftis sive Clausuris terre
 prati & pasture contigue & insimul ad-
 jacent continend p estimationem decem
 acras (quando acciderit) post mortem
 dicte M. Matris ejus Que quidam pre-
 missa dicti J. & M. tenuerunt eisdem J.
 & M. & Heredibus de corpore dicti J. M.
 Sed de corpore dicte M. legitime pro-
 creat. Et p defectu talis Erit remanere
 inde Heredib' de corpore dicti J. M.
 iud & p defectu talis Erit remanere
 inde dicto J. M. Patri & Heredibus
 suis impetuum put p rotulum ejus-
 dem Curie patet. Modo ad hanc Cu-
 riam testat est p Senescallum pdictum
 & comptum p Homagium qd citra ul-
 timam Curiam & ante hanc Curiam
 scilicet decimo sexto die Decembris
 instand dicta M. M. Tenens Customar
 hujus Manerii (put durand termino
 vite sue naturalis) sursumreddidit in
 manus Domini Manerii pdicti p ma-
 nus dicti Senescalli p virgam secundum
 consuetudinem Manerii pdicti totum
 jus stat titulum & interesse sua de & in
 omnibus & singulis pmissis predictis
 cum ptinentiis Pecnon unum Cotagi-
 um cum ptinentiis in tenura J. G.
 unum pomarium & unam acram terre
 (sive plus sive minus) eidem Cotagio
 ptinend. Et omnia al Customar Mes-
 suag Cotagia Terras Tenementa &
 Hereditamenta sua quecumq' tene de
 M.

Manerio p̄dicto ad opus & usum dīci
 J. W. filii Heredi & Alignd suorū im-
 ppetuum. Qui quidem J. Plens hic
 in Cur humiliter petit se admitti ad
 p̄missa p̄dicta cum p̄tinentiis secundum
 formam & effectum sursumredditōis
 p̄dictae Cui Dominus Manerii p̄dicti
 p̄ Senescallum suum p̄dict' concessit in-
 de seisinam p̄ virgam habendi & tenendi
 omnia & singula p̄missa p̄dicta cum per-
 tinētiis sibi & Heredibus suis De Domino
 p̄ virgam ad voluntatem Dñi secun-
 dum consuetudinem Manerii p̄dicti p̄
 reddit' servicia & consuetudines inde
 prius debite & de jure consue't Et dat
 Domino de fine, &c. admissus est in-
 de Tenens fecitq̄ Domino fidelitat', &c.

A Surrender
 of Parcel of
 the Premises
 in Fee, to
 make a Te-
 nant to the
Præcipe, in
 order to suf-
 fer a Common
 Recovery.

Et postea p̄dictus J. W. in p̄pria
 p̄sona sua venit & in apta Curia sur-
 sumreddidit in manus Dñi Manerii
 p̄dicti p̄ manus dīci Senescalli p̄ vir-
 gam secundum Consuetudinem Ma-
 nerii p̄dicti omnia & singula p̄missa
 p̄dicta cum p̄tinentiis, (Except uno
 Toff sive Clausur p̄rati sive pasture
 vocat' Long Mead, continēd p̄ estimas-
 tionem octo acras sive plus sive minus
 Acetiam except' parte pomarii p̄tined
 cuidam Messuagio vocat' B. continēd
 p̄ estimationem dimid' Rodē terre)
 tenē de Manerio p̄dicto & omnia al
 Customar' Messuag' Cotagia terras &
 Tenementa sua tenē de Manerio p̄dict'
 Ad opus & usum C. P. Sen & Heredi

Aligñ suorum imppetuum Qui qui-
dem C. p̄sens hic in Curia humillime
petit se admitti ad p̄missa p̄dia' cum
p̄tinentiis (excepte p̄cepte) secundum
formam & effectum sursumredditionis
p̄dia' Cui Dominus Manerii p̄dia' p̄
Senescal suum p̄dia' concessit inde sei-
sinam p̄ virgam habendū & tenendū sibi
& heredibus suis de Domino p̄ vir-
gam ad voluntatem Domini secun-
dum consuetudinem Manerii p̄dia' p̄
reddit serbie & consuetudines inde
prius debet & de jure consuet Et dat
Domino de fine, &c. Et admissus est
Tenens fecitor Domino fidelitatem.

Et postea sedente eadem Curia venit
R. S. Armig in p̄pria p̄sona sua &
queritur vsus p̄fat C. P. p̄sentem in
Curia de placito terre videlicet, de
tribus Messuagiis tribus horreis tribus poma-
riis viginti acr' terre quadragint' acr' prati
& quinquagint' acris pasture cum p̄tinen-
tiis in S. infra Jurisdia' hujus Cu-
rie. Et fecit p̄estationem p̄sequi que-
relam suam in Curia ista in forma &
natura brevis Domini Regis nunc
de ingressu super disseisinam en le post ad
communem legem secundum consuetu-
dinem Manerii p̄dicti Et invenit p̄leg
de p̄sequendo querelam suam p̄dictam
videlicet J. D. & R. R. Et petit pro-
cessum ei inde fieri secundum consuetu-
dinem Manerii p̄dicti vsus p̄fat C. P.
Dirigendū Et ei conceditur, &c. Sed
idem

A Recovery
thereupon,
the Tenant
appears *gratis*
after Process.

idem C. P. p[re]sens in ista eadem Curia gratis comperuit ad placitum p[re]dictum.

Count per le
Demandant
vers' le Te-
nant.

Et sup hoc p[re]dictus R. S. in p[ro]pria p[er]sona sua petit s[ibi] p[re]fat' C. P. p[re]dicta tria Messuagia tria horrea tria pomaria viginti ac[er] terre quadraginta ac[er]as p[re]ati & quinquaginta ac[er] pasture cum p[er]tinenciis in S. infra Jurisdictionem hujus Curie ut jus Hereditatem suam secundum consuetudinem Manerii p[re]dicti Et in q[uo] idem C. P. non habet ingressu nisi post disseisinam quam J. P. inde injuste & sine Judicio fecit p[re]fat' R. S. intra triginta annos jam ult[er] elaps. Et unde dicit q[uo]d ipsemet fuit seistus de p[re]dictis tribus Messuagiis tribus horreis tribus pomariis viginti ac[er] terre quadraginta ac[er] p[re]ati & quinquaginta ac[er] pasture cum p[er]tinenciis in dominico suo ut de feodo & jure secundum consuetudinem Manerii p[re]dicti tempore pacis tempore Domini Regis nunc capiend[um] inde exple[re]. ad valenc[em], &c. Et in que, &c. Et inde producat sextam, &c.

Tenant Vouches J. W.

Et sup hoc p[re]dictus C. P. in p[ro]pria p[er]sona sua venit & defendit jus suum quando, &c. Et vocat inde ad warrantizand[um] p[er] J. W. qui p[re]sens hic in Curia in p[ro]pria p[er]sona sua gratis p[re]dicta tria Messuagia tria horrea tria pomaria viginti ac[er] terre quadraginta

ta acras prati & quinquaginta acras
pasture cum pertinentiis ei Warrant-
izat.

Et sup hoc p̄dictus R. S. petit vsus
p̄fat J. W. Tenentem p̄ warrantiam
suam p̄dicta tria Messuagia tria hor-
rea tria pomaria viginti acras terre
quadragint acras prati & quinqu-
agint acras pasture cum ptinenciis in
forma p̄dicta Et unde dicit qđ ipsemet
fuit seistus de Tenementis p̄dictis
cum ptinenciis in Dominico suo ut de
Feodo & jure secundum consuetudinem
Manerii p̄dicti tempore pacis tempore
Domini Regis nunc capiend inde ex-
empl. ad valentiam, &c. Et in q̄, &c.
Et inde p̄ducit secam, &c.

Count vers
J. W. per le
Demandant

Et sup hoc p̄dictus J. Tenens per
Warrantiam suam venit & defendit
jus suum quando, &c. Et ulterius
vocat ad Warantizandum C. J. qui
similiter p̄sens est hic in Curia in pro-
pria persona sua Et gratis Tene-
menta p̄dicta cum ptinenciis ei war-
rantizat, &c.

J. W. Vou-
ches the Com-
mon Vou-
chee.

Et sup hoc p̄dictus R. S. petit vsus
p̄fat C. J. Tenentem p̄ warrantiam
suam p̄dicta tria Messuagia tria hor-
rea tria pomaria viginti acras terre
quadraginta acras prati & quinqu-
agint acras pasture cum ptinenciis in
forma p̄dicta Et unde dicit qđ ipse-
met

Demandant
counts a-
gainst the
Common
Vouchee.

met fuit seiscus de Tenementis p[re]d[ic]tis cum p[er]tinenciis in Dominio suo ut de feodo & jure tempore pacis tempore Domini Regis nunc capient inde exple. ad valentiam, &c. Et in que, &c. Et inde producit sextam, &c.

Defence of
the Common
Vouchee, and
Seisin granted
to the De-
mandant.

Et super hoc p[re]dictus C. Tenens per Warrantiam suam p[re]dictam in p[ro]pria p[er]sona sua venit & defendit jus suum quando, &c. Et dicit q[uo]d p[re]dictus J. N. non disseisibit p[re]dictum R. S. de Tenementis p[re]dictis cum p[er]tinenciis p[ro]ut idem R. S. per breve & narrationem sua p[re]dicta sup[er]ius supponit Et de hoc ponit se sup[er] patriam Et p[re]dictus R. S. petit licentiam inde interloquendi usq[ue] ad horam p[ri]mam post meridiem istius diei & ei conceditur Et eadem hora dat[ur] est p[re]dicto C. J. &c. Et postea scilicet ad horam p[ri]mam post meridiem ejusdem diei idem R. S. revenit hic in Curia in p[ro]pria p[er]sona sua Et p[re]dictus C. J. licet solempniter exactionem non revenit sed in contemptum Curie recessit & default[us] fecit Ideo secundum consuetudinem Manerii p[re]dicti condempnatus est per Curiam hic q[uo]d p[re]dictus R. S. recuperet seisinam suam versus p[re]dictum C. P. de Tenementis p[re]dictis cum p[er]tinenciis habend[um] & tenend[um] eidem R. S. & Heredibus suis ad voluntatem Domini secundum consuetudinem Manerii p[re]dicti quiete de p[re]dicto C. P. & Heredibus suis imp[er]petuum

Et quod idem C. P. habeat de
Terris & Tenementis prefat' f. W. ad
valenc', &c. infra, &c. Et quod idem
H. W. ulterius habeat de terris pre-
dictis C. J. ad valenciam, &c. infra,
&c. Et qd idem C. J. sit in Misericor-
dia, &c. Et super hoc predictus R. S.
petit precept' Ministro hujus Curie
dirigend' de habere fac' ei inde plenar'
seisinam de & in pred' tribus Messua-
giis tribus horreis tribus pomariis
viginti acris terre quadraginta acr'
prati & quinquagint' acr' pasture cum
pertinentiis Et ei conceditur retorno-
bile hic indilate.

Et postea scilicet hoc instante die
Minister Curie pred' ut Ballivus ibi-
dem scilicet C. S. retornabit precep-
tum pdict' sibi inde direxi in omnibus
verbie & in forma Juris execut', (viz.)
Quod ipse virtute precepti pred' isto
eodem die habere fecit dicto R. S.
plenar' Seisinam de & in predictis tri-
bus Messuagiis tribus horreis tri-
bus pomariis viginti acris terre qua-
draginta acr' prati & quinquagint' acr'
pasture cum p'nd' sic recuperat' prout
superius mandatum fuit Et super
hoc modo ad istam eandem Curiam
venit prefat' R. S. in propria persona
Et humiliter petit se admitti ad
predicta tria Messuagia tria horrea
tria pomaria vigint' acr' terre qua-
ragint' acr' prati & quinquagint' acr'
pasture

Retorn of the
Precept of
Seisin, and
Admission of
the Deman-
dant.

pasture cum ptinenciis secundum formam & effectum recuperationis predicti & executionis inde Et secundum consuetudinem Manerii predicti. Cui Dominus Manerii predicti per Senescallum suum predictum concessit inde Seisinam per virgam habendam & tenendam omnia & singula premissa predicta cum ptinenciis prefat. R. S. Heredi & Assignis suis de Domino per virgam ad voluntatem Domini secundum consuetudinem Manerii predicti per redditum Seruicium & consuetudinem inde prius debita & de jure consueta Et dat. Domino de fine, &c. Et admissus est inde Tenens fecitque Domino fidelitatem.

The Tenant
and Vouchees
surrender
and release
to the De-
mandant.

Et postea venerunt predicti C. P. J. M. & C. J. in propriis personis suis Et in plena Curia sursum reddiderunt in manus Domini Manerii predicti per manus dicti Senescalli per virgam secundum consuetudinem Manerii predicti predicta tria Messuagia tria hore rea tria pomaria viginti acra terre quadraginti acra prati & quinquaginta acra pasture cum ptinenciis ad opus & usum predicti R. S. Heredi & Assignis suorum imppetuum Et ulterius remiserunt relaxaverunt & pro seipsis & Heredibus suis imppetuum quiete clamm predicti R. S. (in sua plena & pacifica possessione & seiscina existens) & Heredibus suis totum jus statum titulum clameum & demandum sua quecumque qu

unquam habuerunt habent seu quovismodo in futurum habere poterint de & in Tenementis predictis aut de & in aliqua inde parte vel parcella Nec non omnes & omnimodi Errores Misprisiones & Actiones qualescunque.

Et postea predictus R. S. venit in propria persona sua & in apta Curia surrendidit in manus Domini Manerii predicti per manus dicti Seneschalli per virgam secundum consuetudinem Manerii predicti omnia & singula premissa predicta cum pertinentiis sic ut prefertur in forma predicta recuperat Et totum jus statum titulum clameum & demand sua quecunque adinde. Ad opus & usum T. C. Gen & Hered & Alignatorum suorum imppetuum Qui quidem T. C. presens hic in Curia humiliter petit se admitti ad premissa predicta cum pertinentiis secundum formam & effectum surrenditionis predicta Cui Dominus Manerii predicti per Seneschallum suum predictum concessit inde Seisinam per virgam habendam & tenendam sibi & Heredibus suis de Domino Manerii predicti per virgam ad voluntatem Domini secundum consuetudinem Manerii predicti per redditum servitium & consuetudines inde prius debite & de jure consuevit Et dat Domino de Fine, &c. admissus est inde Tenens fecitque Domino fidelitatem.

Demandant
surrenders
and releases
to T. C. in
Fee, who is
admitted.

Maner' } ff. Visus Franc. Pleg. Domini Regis
de S.... } cum Curia Baron. A. B. Mil.
 ibid. tent. pro Manerio prædicto
 die, &c. coram W. B. Armigero
 Seneschallo ibidem.

Esſon Tenen.

W. H. & H. R.

Juratores pro Dno' Rege cum Homagio.

D. C. Gen.	} Jur'.	} Jur'.
T. G.		
P. G.		
T. D.		

R. W.	} Tenentes Jurati.
W. C.	
J. C.	
R. A.	
H. P.	

*Communis Finis
 & Mia' Tenen'.*

Qui quidem Juratores iuræ & one-
 ræ super Sacramentum suum
 dicunt quod dant Domino de commu-
 ni fini 18 d.

Et quæ s. s. Arm 6 d. A. W. Gen
 6 d. S. B. Gen 6 d. W. P. Gen 6 d.
 J. C. 6 d. T. W. Gen 6 d. A. B.
 Gen 6 d. W. A. 6 d. W. P. 6 d.
 J. W. Gen 6 d. J. B. 6 d. H. A. 6 d.
 & W. A. 6 d. sunt Tenentes huius
 Ma:

Manerii & debent sextam ad hanc Curiam & fecerunt default' Ideo quilibet eorum in misericordia est prout patet super eorum capita.

Item presentant qđ J. W. 30 d. & f. S. 30 d. sunt Constabularii. Et non sunt hic ad visum Franc pleg ad presentand id qđ ad Officium illud pertinet sed fecerunt default' Ideo uterque eorum in misericordia est prout patet super eorum capita.

Constable in *Mia'*, for Default at the Lect.

Item presentant qđ R. P. est communis Bibo, (Anglice a common Drunkard.) Ideo ipse in *Mia'* 1 s.

A Drunkard in *Mia'*.

Ad hanc Letam presentat est p Homag qđ D. C. Gen 30 d. D. P. 12 d. H. L. 12 d. J. S. 12 d. J. R. jun 6 d. R. W. 12 d. C. R. 12 d. E. C. 12 d. R. S. Arm 4 s. E. C. 2 s. W. P. 18 d. W. P. 12 d. citra ultimam Curiam & ante hanc Curiam effoderunt (Anglice dug up) Domini terram sup Communiam. Ideo quilibet eorum in misericordia est prout patet super eorum capita.

Mia' of Tenants for digging on the Common.

Cum ad Curiam ibidem tene die Martis existens duodecimo die Aprilis, Anno Reg Caroli nuper Regis Angl, &c. decimo octavo C. C. Miles, & B. C. Gen admissi fuerunt tenentes Domino p termino vite eorum remanere

Admission in Fee on Death of Two Tenants for Life, and a Remainder in Tail, according to a Will, &c.

nere inde post eorum decessum D. C. & Hered corporis ejus & p defeau talis exitus A. S. Sorori ejusdem D. & Heredibus suis imperpetuum ex sumredditione & secundum formam & effectum ultime voluntatis G. W. Gen Ad unum Messuagium sive Tenementum & duas Croftas terre continend per estimationem quinqz acras (vocat Hortes) cum ptinenciis prout p Rotulum ejusdem Curie patet. Que quidem D. C. ante hanc Curiam obiit sine exitu de corpore ejus legitime procreat. Acetiam pdictus T. C. Miles & pdict' B. C. Gen diu ante hanc Curiam obierunt. Modo ad hanc Curiam post secundam Proclamationem fact' venit pdicta A. S. Uxor P. S. Gen & humiliter petit se admitti ad premissa predicta cum ptinenciis secundum formam & effectum Testamenti predict'. Cui quidem Anne Dominus Manerii pred p Seneschallum suum predictum concessit inde Seisnam p virgam habend & tenend premissa pdicta cum ptinenciis prefat A. S. Heredibus & Assignatis suis imppetuum secundum formam & effectum dict' ultime voluntatis predicti G. W. per reddit' servitia & consuetudines inde prius debet' & de jure consuet' & Admiss. est inde tenens & dat Domino de fine prout patet. Et predict' P. vir ejus fecit Domino fidelitatem.

Item

Item presentant sup Sacramentum Presentments
 suum predicta qđ R. S. Ar. M. P. Gen and Amercia-
 T. B. Gen. T. W. Gen R. B. Gen ments.
 H. D. Gen S. B. Gen & A. B. Gen
 sunt Tenentes hujus Manerii & de-
 bent sectam ad hanc Curiam. Et ad
 hunc diem fecerunt default Ideo qui Defalters.
 libet eorum in Mā 6 d.

Item presentant qđ H. S. est com- Disorderly
 munis Cipulatoz & permittat pertur- House.
 bationes (Angl Disorders) in Domo
 sua contra Statutum. Ideo in mise-
 ricordia est, 10 s.

Item presentant R. P. pro communi Common
 Bibone (Anglice a Common Tippler.) Tippler.
 Ideo ipse in misericordia, 2 s. 4 d.

Item F. S. & J. W. electi sunt ad Constables
 Officium Constabular infra Letam de sworn.
 S. pdicta p Anno sequen pdicta F. S.
 presens in Curia existens jurat fuit
 ad exercend Officium predictum pro
 tempore predicto.

Item elegerunt J. S. & R. W. esse Woodward.
 Custodes Boscoz Domini (Anglice
 Woodward) infra Manerium pdictum
 pro Anno sequenti.

Item elegerunt W. C. esse Gultatoz Ale-conners.
 cervisie (Angl Ale-conner) infra Mane-
 rium pdicta pro tempore pdicto.

Hoggards.

Item elegerunt H. P. & L. W. esse
Custod' Porcorum (Angl' Hoggards) in-
fra Manerium p'd p Anno p'dicto.

*Admissio W.
W. infantis
ex sursumred-
ditiōe H. P.
T'm' in Tal-
lio gen. ral.*

Cum ad Curiam ibidem tene p Ma-
nerio p'dicto decimo sexto die Octobris
An Domini Millesimo secentesimo
quingagesimo quinto H. P. admissus
fuit tenens Domini sibi & Heredibus
corporis ejus legitime p'ceat ad unum
Coragium Customar cum ptinenciis
adinde spectan ex sursumredditiōe
W. P. put per rotulum ejusdem Cu-
rie patet. Modo ad hanc Curiam
compertum est p Homagium q'd citra
ultimam Curiam & ante hanc Curiam
scilicet decimo tertio die Junii ult
p'xerit p'dictus H. sursumreddidit in
manus Domini Manerii p'dicti per
manus T. B. loco Ballivi & in p'c-
sentia G. R. & N. B. duorum Custo-
mar Tene Manerii p'dicti totum
illud Customar Messuagium vel Tene-
mentum abuttan super terras T. R.
versus Austr cum omnibus Edificiis
domibus structuris horreis stabulis
atriis pomariis & gardinis & unum
parvum Clausum terre Customar con-
tinen p estimationem circa dimid' aer
terre sive plus sive minus eidem Mes-
suagio ptinen cum singulis ptinenciis
nunc in tenura W. S. vel Magd suo
ad opus & usum W. W. tertii filii
R. W. de S. p'dicti Hered & Magd
suo

suorum imperium. Cui quidem W. presenti hic in Curia Dominus Hanerii p̄dicti p̄ Seneschallum suum p̄dictum concessit inde Seisinam per virgam habendi & tenendi sibi & heredibus suis de Dño p̄ virgam ad voluntatem Domini secundum Consuetudinem Hanerii p̄dicti p̄ redditū servicij & consuetudinis inde prius debite & de iure consuevit Et dat Domino de Fine prout patet, &c. Et admissus est inde Tenens sed fidelitas respectuatur quousque, &c.

Et quia p̄dictus W. est infra etatem, (viz.) etatis sex Annorum vel eo citius Custodi tam corporis quam terrarum p̄dicti W. concessus est p̄dictus C. W. Patri suo usque pervenerit ad etatem quatuordecim Annorum inveniens ei interim victum vestitum & omnia alia necessaria & reddendū ei rationale computum cum ad etatem predictam pervenerit Salvo interim Domino Hanerii p̄dicti redditū consuetudinis & servicij inde debiti. Et pro tali licentia p̄dictus W. dat Domino de Fine, &c.

Concess. Custod. tam corporis quam Terrar. usque pervenerit ad Etatem
14.

Et postea sedente eadem Curia venit C. B. in propria persona sua & queritur versus p̄dictum W. W. presentem hic in Curia de placito terre (videlicet) de uno Messuagio uno Gardino & una acra Terre cum pertinentiis in B. infra Iurisdictionem huius Curie & fecit protestationem prosequi querelam suam in Curia ista in for-

Note, A Common Recovery to dock a general Entail.

ma & natura brevis Domini Regis de ingressu super Disseisinam in le post ad communem legem secundum consuetudinem Manerii predicti. Pleg de prosequend querelam suam predictam, videlicet, J. D. & R. R. & petit processum inde fieri secundum consuetudinem Manerii predicti versus prefat W. dirigend retornabil, &c. Et ei conceditur, &c. Sed idem W. presens in ista eadem Curia gratis comperuit ad placitum predictum. Et super hoc predictus T. B. in propria persona sua petit versus prefat W. W. Tenementa predicta cum pertinentiis in S. predicta infra Jurisdictionem hujus Curie ut jus & hereditatem suam secundum consuetudinem Manerii predicti. Et in que idem W. non habet ingressum nisi post disseisinam quam per J. D. inde injuste & sine Iudicio prefat T. infra triginta annos jam ult' elaps. fact' fuit. Et unde dicit quod ipsemet fuit seiscatus de Tenementis pdicta cum pertinent' in Dominico suo ut de feodo & jure secundu consuetudinem Manerii pdicta tempore pacis tempore Domini Regis nunc capiend' inde explez ad valenc, &c. Et in que, &c. Et inde producit lecam, &c.

Et super hoc pdictus W. per Guar-
dianum suum pd' venit & defendit jus
suum quando, &c. Et vocat inde ad
Warrantizand predictum H. D. qui
presens

prese
sua g
tine
Et
versu
ranci
cum
Et u
tus d
in D
secun
temp
nunc
tiam
produ
Et
per d
fendi
teriu
T. A
Curi
tis
tis
Et
versu
ranci
pdict
dia'
fuit
cum
de f
pore
de ex
que,

presens hic in Curia in propria persona sua gratis predicta Tenementa cum pertinentiis ei Warrantizat, &c.

Et super hoc predictus T. B. petit versus prefat H. P. Tenentem per Warrantiam suam Tenementa predicta cum pertinentiis in forma predicta, &c. Et unde dicit quod ipsemet fuit seistus de Tenementis predicta cum pertinentiis in Dominico suo ut de feodo & jure secundum consuetud Manerii predicti tempore pacis tempore Domini Regis nunc capiendi inde Explez ad valentiam, &c. Et in que, &c. Et inde producit sectam, &c.

Et super hoc predictus H. P. Tenens per Warrantiam suam venit & descendit jus suum quando, &c. Et ulterius inde vocat ad Warrantizandum T. A. qui similiter presens est hic in Curia in propria persona sua, Et gratis Tenementa predicta cum pertinentiis ei Warrantizat, &c.

Et super hoc predictus T. B. petit versus prefat T. A. Tenentem per Warrantiam suam predictam Tenementa predicta cum pertinentiis in forma predicta, &c. Et unde dicit quod ipsemet fuit seistus de Tenementis predictis cum pertinentiis in Dominico suo ut de feodo & jure tempore pacis tempore Domini Regis nunc capiendi inde explez ad valentiam, &c. Et in que, &c. Et inde producit Sectam, &c.

Et

Et super hoc p̄dictus T. A. Tenens per Warrantiam suam p̄dictam in propria persona sua venit & defendit ius suum quando, &c. Et dicit quod p̄dictus J. P. non disseisibit p̄dictum T. B. de Tenementis p̄dictis cum pertinentiis prout idem T. B. per breve & Narrationem sua p̄dicta superius supponit, Et de hoc ponit se super Patriam, &c. Et p̄dict' T. B. petit licentiam inde interloquendi usque ad horam primam post meridiem istius diei & ei conceditur, Eadem hora dat est eidem T. A. &c.

Et postea scilicet ad horam primam post meridiem ejusd' diei idem T. B. venit hic in Curia in propria persona sua, Et p̄dictus T. A. licet solempniter exact' non revenit sed in contempt' Curie recessit & defalt' fecit. Ideo secundum consuetudinem Manerii p̄dicti considerat' est per Curiam hic quod p̄dict' T. B. recuperet Seisinam suam vers' p̄dictum W. W. de Tenementis p̄dictis cum pertinentiis habend' & tenend' eidem T. B. & Heredibus suis ad voluntatem Domini secundum consuetudinem Manerii p̄dicti quiete de p̄fat' W. W. & Heredibus suis imperpetuum, Et qđ idem W. W. habeat de Terris & Tenementis p̄fat' H. P. ad valentiam, &c. infra, &c. Et quod idem H. P. ulterius habeat de Terris & Tenementis p̄dicti T. A. ad valentiam, &c. infra, &c.

Et. Et quod idem T. A. sit in misericordia, Et super hoc p̄dict' T. B. petit p̄ceptum Ministro huius Curie dirigend' de habere fac' ei plenar, Seisnam de & in Tenementis p̄dictis cum pertinentiis, Et ei conceditur retonabile hic indilate, Et.

Et postea scilicet hoc instante die Minister Curie p̄dict' ut Ballivus ibidem scilicet T. S. retonabit p̄ceptum p̄dictum sibi inde direct' in omnibus servit' & in forma juris execut' videlicet quod ipse virtute p̄cepti p̄dicti isto eodem die habere fecit dicto T. B. plenar seisinam de & in p̄dicto Mesuagio & una acra terre cum pertinentiis sic ut p̄fertur recuperat' prout ei superius mandat' fuit, Et super hoc modo ad istam eandem Curiam venit p̄fatus T. B. in propria persona sua & humiliter petit se admitti ad Tenementa p̄dicta cum pertinentiis secundum formam & effectum recuperationis p̄dictæ Executionisq; inde & secundum consuetudinem Manerii p̄dicti Cui Dominus Manerii p̄dicti per Seneschallum suum p̄dictum concessit inde seisinam p' Virgam habend' & tenend' omnia & singula p̄missa p̄dicta cum pertinentiis p̄fatus T. B. Heredibus & Assignatis suis de Domino per virgam ad voluntatem Domini secundum consuetudinem Manerii p̄dicti per reddit' servit' & consuetud' inde prius debet' & de jure consuet',

suet, Et dat Dño de fine, &c. Et admissus est inde Tenens fecitor Dño fidelitatem.

Admission
upon the Recovery.

Et postea vener p̄dictus H. P. & T. A. in propriis personis suis & in plena Curia sursumreddiderunt in Manus Domini Manerii p̄dicti per manus dicti Seneschalli per virgam secundum consuetudinem Manerii p̄dicti Tenementa p̄dicta cum pertinentiis ad opus & usum p̄dicti T. B. Hered & Aliis suorum imperpetuum & quiet Clam p̄dicti T. B. in sua plena & pacifica possessione & seiscina p̄missorum existente & heredibus suis totum jus statum titulum clameum & demand sua quecumq; que unquam habuerunt habent seu quovismodo in futur habere poterint de & in Tenementis p̄dictis aut de & in aliqua inde parte vel parcella, Necnon omnes & omnimodos Errores Misprisiones & Actiones qualescunque, Et postea p̄dictus T. B. venit in propria persona sua & in aperta Curia sursumreddidit in manus Domini Manerii p̄dicti per manus dicti Seneschalli per virgam secundum consuetudinem Manerii p̄dicti Tenementa p̄dicta cum pertinentiis sic ut in forma p̄dicta recuperat, Et totum jus statum titulum clameum & demand sua quecumq; adinde, Ad opus & usum dicti W. W. & Hered & Aliis suorum imperpetuum,

tuum, Qui quidem W. presens hic in Curia humiliter petit se admitti ad premissa p̄dicta cum p̄tind secundum formam & effectum sursumredditionis p̄dictæ Cui Dominus Manerii p̄dicti per Seneschallum suum p̄dict' concessit inde Seisinam per virgam habend' & tenend' sibi & heredibus suis de Dño Manerii p̄dict' per virgam ad voluntatem Dñi secundum consuetudinem Manerii p̄d per reddit' servie & consuetud' inde prius debet & de jure consuet', Et dat Dño de fine, &c. Et admissus est inde tenens sed fidelitas ejus respectuatur quousq, &c.

Cum ad Curiam Baron tenē pro Manerio p̄dict' octavo die Octobris Anno Dñi Millesimo sextentesimo quadragesimo nono J. C. admissus fuit Tenens Dñi sibi & heredibus suis ut filius & Heres H. C. partis sui ad unam parcellam Bosci continend' per estimationem tres acras (vocat Pollards) cum pertinentiis prout per Rotulum ejusdem Curie patet Modo ad hanc Curiam compertum est per Homagium p̄dict' quod p̄dictus J. citra ultimam Curiam & ante hanc Curiam scilicet decimo sexto die Decembris Anno Dñi Millesimo sextentesimo sexagesimo tertio sursumreddidit in manus Dñi Manerii p̄dicti per manus W. D. loco Ballivi & in presentia C. D. & J. C. duorum Curstomae

Admission to
a Parcel of
Ward in Fee
on a Surrender.

stomar Tenentium dicti Manerii hoc testam secundum consuetudinem ejusdem Manerii pmissa pdicta cum pertinentiis ad opus & usum P. M. de A. Heredi & Aliis suorum imperpetuum Qui quidem P. ptesens hic in Curia humiliter petit se admitti ad pmissa pdicta cum pertinentiis secundum formam & effectum sursumredemptionis pdictae Cui Dominus Manerii pdicta per Seneschallum suum pdicta concessit inde Settinam per virgam habendum & tenendum sibi & heredibus suis de Dño per virgam ad voluntatem Dñi secundum consuetudinem Manerii pdicti p redditu servie & consuetudine inde prius debite & de jure consueta, Et dat Dño de fine, &c. Et admissus est inde Tenens fecitq; Dño fidelitatem.

Surrender of
a Reversion,
&c.

Ad hanc Curiam venit G. C. unus Customar Tenentium Manerii pdicti in propria persona sua, Et in aperta Curia sursumreddidit in manus Domini Manerii pdicti per manus dicti Seneschalli per virgam Totum illud ius titulum & Reversionem sua de & in uno Customario Messuagio seu Tenemento & decem acris terre (vocat L. C.) Cum omnibus horreis stabulis Edificiis gardinis pomariis & pertinentiis quibuscumque adinde spectant & pertinent nunc in tenura J. C. videlicet Matris pdicti G. quando accideret post mortem dictae J. ad opus & usum P. P. de

de S. in Comitatu Midd, Weaver,
 Heredum & Assign suorum imppetu
 Proviso semper & sub hac Conditione
 sequen in hiis Anglicanis verbis,
 videlicet, That if the said G. his Heirs,
 Executors, Administrators, or Assigns, or
 some of them, do and shall well and truly
 pay, or cause to be paid, unto the said H. P.
 his Executors, Administrators, or Assigns,
 the full Sum of One hundred and fifty
 Pounds Fourteen Shillings and Three Pence,
 of lawful Money of England, in Manner
 following; viz. Seven Pounds Thirteen
 Shillings and Six Pence, thereof Parcel, on
 the 13th Day of April, which shall be
 in the Year of our Lord One thousand six
 hundred sixty-five; and the like Sum of Se-
 ven Pounds Thirteen Shillings and Six
 Pence, Parcel thereof, on the Fourteenth
 Day of April, which shall be in the Year
 of our Lord One thousand six hundred
 sixty-six; and the Sum of One hundred
 thirty-five Pounds Seven Shillings and
 Three Pence, thereof Residue, on the 15th
 Day of April, which shall be in the Year
 of our Lord One thousand six hundred sixty-
 seven, at or in the now Dwelling-house of
 the said H. P. situate in S. aforesaid, with-
 out Fraud or Delay; That then the said
 Surrender to be void, and of none Effect,
 or else to be in full Force and Vertue.

Ad hanc Curiam venit H. N. unus
 Customar Tenentium Manerii pdicti
 in propria persona sua & sursumreddi-
 dit Money.

A Condition-
 al Surren-
 der of Lands
 in Possession
 to be void on
 Payment of

dit in manus Dñi Manerii p̄dicti per manus dñi Seneschalli per virgam Totum illum Mesuagium sive Tenementum Customarium vocat B. alius C. & quinque acras terre Customar sive plus sive minus eidem Mesuagio pertinet cum omnibus pertinentiis nunc in tenura p̄dicti R. Ad opus & usum A. T. de R. Butcher, Heredum & Assignorum suorum imperpetuum Proviso tamen & sub hac conditione sequen in hiis Anglicanis verbis, videlicet, That if the said R. A. his Heirs, Executors, Administrators, or Assigns, or any of them, do well and truly pay, or cause to be paid unto the said A. T. his Executors, Administrators, or Assigns, the Sum of One hundred twenty-three Pounds Eleven Shillings and Four Pence, of lawful Money of England, on the, &c. which shall be in the Year of our Lord One thousand, &c. at or in the now Dwelling-house of the said A. in M. aforesaid, That then the said Surrender to be void, and of none Effect, otherwise to be in full Force and Vertue.

A Lease of a
Foot-Path
by the Lord's
Licence.

Ad hanc Curiam compertum est per Homagium quod J. W. Arm unus Customar Tenens hujus Manerii virtute Licentie Domini Manerii p̄dicti eidem J. proinde concessit gerend dat undec die Novemb ult p̄terit vendidit & dimisit cuidam H. W. Baro netto in vita sua talem partem seu par-

parcellam duorum Customariorum
 Clausorum hoc, &c. nunc in tenura
 cujusdem J. R. jacen in S. Et tene
 de hoc Manerio p^{ro}x' adiacen cuidam
 Clauso dicti H. vocat M. qual nunc
 utitur & assignatur p^{ro} communi via
 pedestri ducen a p^{re}dicto Clauso vocat
 M. in p^{re} & trans duo Clausa vocat, &c.
 ad & versus S. & B. & sic retrosum
 habendi dictas parcellas p^{re}dictorum
 duorum Clausorum dicto H. Executo-
 ribus Administratozibus & Assigna-
 tis suis ad terminum Mille annorum
 tunc p^{ro}x' sequen uten^{do} p^{ro} cominuni
 via pedestri per eundem H. Heredes
 Executoz Administratoz Assignatos
 & Tenentes suos & omnes alios li-
 geos & subditos Domini Regis &
 Successorum suorum occasionem ha-
 bentes per viam illam transire p^{ro}ut
 per quandam Indenturam inter eol-
 dem J. & H. p^{ro}inde fact' geren^{do} dat
 decimo quinto die Decemb^{ris} ult^{ime} p^{re}te-
 rie plenius liquet & apparet.

Ad hanc Curiam secunda Procla- Secunda Pro-
 matio fact' fuit p^{ro} W. S. ad veniend^{um} clamatio.
 in Cur & esse admittend^{um} ad unum
 Cottagium & sexdecim acras terre
 adinde pertinen^{do} tene de Manerio
 p^{re}dicto ut heres T. C. Militis nuper
 defunct', Et non venit.

Maner' de B... } ff. Curia Baronis A. B. Militis
 Domini Manerii predicti ibi-
 dem tent' die Martis decimo
 tertio Die Novemb' Anno
 Regni Domini, &c. coram
 R. P. Gen' Seneschallo ibid'.

C. D. Esson' de Comm' Esson' per M. N.
 G. H. Esson' de Secta Cur' per C. D. &c.

Homagium	{	G. D.		G. B.	}	Jur'.
		B. G.		B. N.		
		D. B.		J. J.		
		G. B.		W. G.		
		R. F.		W. G.		
		J. D.				

Presentment
 of Defaulters.

Freeholders.

Customary
 Tenants.

Juratores predicti super Sacramen-
 tum suum presentant quod R. A.
 C. D. &c. sunt Liberi Tenentes hu-
 jus Manerii & debent sectam Curie,
 Et ad hunc diem fecerunt defaultam,
 Ideo quilibet eorum in misericordia
 prout patet super eorum capitibus.

Item Juratores predicti super Sa-
 cramentum suum presentant quod R. P.
 G. D. &c. sunt Tenentes per Copi-
 am Rotulorum Curie & debent sectam
 Curie & ad hunc diem fecerunt defal-
 tam. Ideo quilibet eorum in miseri-
 cordia prout patet super eorum capi-
 tibus.

Pre-

Presentat est etiam per Homagium Of the Death
of a Free-
holder.
predia quod f. C. qui tenuit libere de Domino huius Manerii unum Cotagium & quatuor acras & tres ro-
pas terre cum pertinentiis in B. in-
fra Manerium pdictum per fidelita-
tem sectam Cur & reddit per Annum
quatuor denariorum citra ultimam
Curiam obiit de tali statu suo inde
seisit, Et qd quidam G. f. est ejus
filius & ppx Heres etatis duodecim
Annozum, Et ad hanc Curiam venit
plac G. f. & solvit Domino pro reles-
bio tres denarios & fecit fidelitatem.

Item Juratores pdicti dicunt su- Of an Alie-
nation of a
Freeholder
per Indenture.
per Sacramentum suum pdictum
quod B. C. qui tenuit libere de Dño
huius Manerii unum Messuagium,
&c. cum pertinentiis in C. infra Ma-
nerium pdictum per scriptum suum
Indentat gerend dat secundo die Mar-
cii Anno Regni dicti Domini Regis
nunc Anglie, &c. undecimo concessit
omnia & singula pmissa pdicta cum
pertinentiis cuidam G. D. Heredibus
& Assignatis suis imperpetuum te-
nend de Capitalibus Dño vel Dñis
feodi illius per consuetudines reddit
& servitia inde prius debet & de jure
consuet, Que quidem premissa predia
G. D. tenet de Dño huius Manerii
per fidelitatem sect Curie & reddit
per Ann duorum solidorum, Et ad
X. 2 hanc

hanc Curiam fecit Domino fidelitatem, &c.

Of a Devise
by a Freeholder to his
Son.

Compertum est etiam per Homagium ibidem quod H. D. qui tenuit libere de Domino hujus Manerii duo Messuagia sive Tenementa cum pertinentiis in B. infra Manerium predictum per fidelitatem sectam Curie & redditu per Annum octo denariorum obiit inde seissit & per ultimam voluntatem suam in scriptis gerentem dat primo die Januarii Anno Regni dicti Domini Regis nunc undecimo dedit & legavit Messuagia sive tenementa predicta cum pertinentiis cuidam G. H. filio suo habendum & tenendum Messuagia sive tenementa predicta cum pertinentiis prefat. G. D. filio Heredibus & Assignatis suis imperpetuum, Ideo preceptum est Ballivo distringere predictum G. D. ad solvendum Domino Relevium & etiam distringatur ad faciendum fidelitatem.

Of an Alienation in Fee
by a Customary Tenant.

Compertum est etiam per Homagium ibidem quod R. B. unus Custos tenens hujus Manerii qui tenuit de Domino hujus Manerii per copiam Rotulorum Curie secundum consuetudinem Manerii predicti unum Messuagium tres acras terre duas acras prati & quatuor acras pasture cum pertinentiis in C. infra Manerium predictum cum citra ultimam Curiam & extra Curiam

ria sursumreddidit in manus Dñi per manus G. D. & B. C. duorum Customar Tenend Manerii predicti secundum consuetudinem Manerii illius Tenementa predicta cum pertinentiis ad opus & usum J. B. Heredi & Aliis suorum imperpetuum Tenend de Domino per virgam ad voluntatem Domini secundum consuetudinem Manerii predicti, Cui quidem J. B. Dominus per Seneschal suum predicta concessit inde per virgam Seisina habend sibi & Heredibus suis ac tenend de Domino per redditum per Annum quinque solidorum & alia servitia inde prius debet & de jure consuevit, Et dat Domino de fine pro ingressu suo inde habend quadraginta solidos fecit fidelitatem & admissus est inde tenens.

Compertum est etiam per Homagium ibidem quod W. G. qui tenuit ut supra unam virgam terre cum pertinentiis in A. infra Manerium predictum citra ultimam Curiam & extra Curiam sursumreddidit in manus Domini per manus G. H. & S. C. Gen duorum Customar tenend Manerii predicti secundum consuetudinem Manerii illius predictam virgam terre cum pertinentiis ad opus & usum predicti W. G. pro termino vite sue naturalis, Et post decessum ipsius W. G. tunc ad opus & usum T. D. Armi pro termino vite sue naturalis, Et post decessum ipsius

Presentment
of Surrender
of a Customary Tenant
for his Life,
with Remain-
ders over.

L. D. tunc ad opus & usum rectorum
 Heredum ipsius M. S. imperpetuum
 Tenendum de Domino per virgam ad
 voluntatem Domini secundum consue-
 tudinem Manerii predicti, Et dictum
 est per Homagium predictum quod
 predictus M. S. citra ultimam Curiam
 obijt, Et modo ad hanc Curiam venit
 prefatus L. D. & petit se admitti ad
 predicta virgata terre cum pertinentiis,
 Cui quidem L. D. Dominus per Be-
 neschal suum predicta concessit inde per
 virgam Seisinam habendum & tenendum
 eidem L. D. & Magnatis suis pro
 termino vite sue naturalis & post de-
 cessum ipsius L. D. tunc ad opus &
 usum rectorum Heredum prefatus M. S.
 imperpetuum ac tenendum de Domino
 per redditum per Annum viginti soli-
 dorum & alia servitia inde prius de-
 bit & de iure consuevit, Et predicta L. D.
 dat Domino de fine pro ingressu suo
 ad predicta virgata terre cum pertinen-
 tiis habendum sexaginta solidos, Et fe-
 cit fidelitatem & admissus est inde
 tenens.

The like for
 another's
 Life, and Ad-
 mission there-
 upon.

Compertum est per Homagium ibidem
 quod A. L. vidua que tenuit ut supra
 ad terminum vite sue sex Clausa prati
 & pasture vocat, Et modo in tenura
 sive occupatione cuiusdam M. L. ja-
 cend & existend in E. infra Parochiam
 de N. prior adjungend quibusdam pa-
 sturis vocat P. ibidem cuiusdam
 D.

D. C. ex occidentali parte eorundem
 & quoddam pratum ibi vocat U. M.
 ex orientali parte eorundem & unum
 Clausum pasture vocat S. continen-
 per estimationem septem acras plus
 sive minus jacent & existunt in C. pre-
 dicta infra predicta Parochia de A.
 prope adjungent cuidam pasture ibi-
 dem vocat P. cujusdam E. M. ex
 parte orientali ejusdem & duas pastu-
 ras continen per estimationem octo-
 decim acra jacent & existunt in C. pre-
 dicta prope adjungent cuida pasture
 ibi cujusdam J. M. Sed ex parte
 Boreali & quibusdam terris & pasturis
 modo in tenura cujusdam M. vidue
 ex parte Australi earundem citra ul-
 timam Curiam & extra Curiam sursum
 reddidit in manus Domini per ma-
 nus J. F. & G. H. duorum Custo-
 mar Tenent Manerii predicta secundum
 consuetudinem Manerii illius predicta
 separat Clausa prati & pasture cum
 pertinentiis ad opus & usum J. L.
 Sed pro termino vite ipsius J. L.
 Tenendi de Domino per virga ad vo-
 luntatem Domini secundum consuetudinem
 Manerii illius, Et dictum est per
 Homagium predicta quod predicta M. L. ci-
 tra ultimam Curiam obiit, Et modo
 ad hanc Curiam venit prefatus J. L. &
 petit se admitti ad predicta separalia
 Clausa prati & pasture cum pertinen-
 tiis, Cui Dominus per Seneschallum
 suum concessit inde per virga Seisind
 X 4 Habend

Habendū & tenendū eidem J. L. & A. signatis suis pro termino vite ipsius J. L. ac tenendū de Domino per redditū per Annuū quadraginta solidos & alia servitia inde prius debet & de jure consuet, Et predictus J. L. dat Domino de Fine pro ingressu suo inde habendū cent solidos, Et fecit fidelitatem, Et admissus est inde tenens.

Of a Surrender in Consideration of Marriage to certain Uses,

Compertū est per Homagiū ibidem quod J. B. qui tenuit ut supra unū Messuagiū sive Tenement vocatū H. quinquaginta acras terre quinquaginta acras prati triginta & sex acras pasture & Cent & viginti acras marisci cum pertinentiis in A. infra Maneriū predictū citra ultimā Curiam & extra Curiam sursumreddidit in manus Domini per manus H. A. & J. D. duos Customarios Tenent Manerii predicti secundū consuetudinē Manerii predicti p̄dicti Messuagii sive Tenement & cetera premissa predicta cum pertinentiis ad opus & usū predicti J. B. & Heredū & Aliquid suorum usque ad solemnizationē cujusdam intenti Maritagii (p̄missione Divina) cito habitue & solemnizatur inter quendam C. B. filium & Heredū apparentem p̄dicti J. B. ex una parte & quendam A. D. de A. predicti Spinster ex altera parte & ab & immediate post solemnizationē ejusdē Maritagii tunc ad opus & usum predicti J. B. p̄ & durante termino vite sue

sue naturalis & ab & immediate post
 decessu ejus tunc ad opus & usum
 S. Uxoris ejus pro & durante ter-
 mino vite sue naturalis, Et ab &
 immediate post decessus (Anglice the
 Deceases) ipso predicto J. B. & S.
 Uxoris ejus & C. B. & decessu eor
 superbiventis tunc ad opus & usum
 predicte A. Uxoris intente predicti
 C. B. pro & durante termino vite
 sue naturalis, Et ab & immediate
 post decessus ipso predicto J. B.
 & S. Uxoris ejus C. B. & A. U-
 oris sue intente & decessu eor super-
 biventis tunc ad opus & usum Heredi
 de corpore predicti C. B. super cor-
 pus predictae A. legitime procreat vel
 fore procreand & pro defectu talis
 Exitus tunc ad opus & usum Heredi
 & Assigni predicti C. B. imperpetuum
 Tenend de Domino per virgam ad
 voluntatem Domini secund consuetu-
 din Manerii predicti, Qui quidem
 J. B. & S. Uxor ejus citra ultim
 Curiam obierunt, Et modo ad hanc
 Curiam venit predictus C. B. in propria
 persona sua & petit se admitti ad
 predicta Messuagium sive Tenement &
 cetera premissa predicta cum pertinent,
 Cui Dominus per Seneschallum suum
 predicta concessit inde per virgam Sei-
 sinit habend & tenend cum C. B. &
 Assignatis suis pro termino vite sue
 naturalis Remanere inde prout super-
 us limitatur ac tenend de Domino
 per

per reddit' p Anno quinquaginta solidi
& alia serbitia inde prius debet & de
jure consue' Et dat Dño de Fine pro
ingressu suo habend sex libras ferit si-
delitac & admissus est inde tenens.

Of a condi-
tional Surren-
der to be void
on Payment
of Money.

Compertum est etiam p Homagium
qd H. R. qui tenuit ut supra unum
Messuagium sive Tenementum decem
& octo acras terre jacent in comuni-
bus Campis de M. infra Manerium
predictum & viginti acras prati jacent
in quodam prato in M. pdict' vocat'
H. alias scilicet primo die Martii An-
no Domini Millesimo sexcentesimo
quinquagesimo nono extra Curiam
sursurreddidit in manus Domini p
manus H. J. & R. B. duorum custo-
mar Tenentium Manerii illius pdict'
Messuagium sive Tenementum & ce-
tera premissa predicta cum pertinentiis
ad opus & usum C. D. Hered' & As-
sign' suorum imppetuum Sub hac ta-
men Conditione qd si predictus H. H.
Hered' vel Assignati sui solverent vel
solvi causarent prefat' C. D. Execu-
toribus Administratozibus vel Assign-
natis suis cent' libras legalis monete
Anglie ad vel super secundum diem
Martii qui foret in Anno Domini
Millesimo sexcentesimo sexagesimo
tunc sursurreddidit' pdict' foret vacua &
nullius effectus aliter staret in plena
potestate & virtute Et modo ad hanc
Cur venit pdict' C. D. in propria per-
sona

Tona sua Et petit se admitti ad p̄dia
 Messuagium & cetera premissa p̄dia
 cum pertinentiis Cui Dñus per Senes-
 char suum p̄dia contessit inde per vir-
 gam seisinam habend & tenend eidem
 C. D. Heredibus & Assignatis suis
 imperpetuum tenend de Dño per vir-
 gam ad voluntatem Dñi secundum
 consuetudinem Manerii p̄dia at per
 reddit' per Annum decem solidorum
 & alia servitia inde prius debite & de
 jure consuet. Et dat Domino de fine
 pro ingressu suo inde habend centum
 solidos fecit fidelitatem Et admissus
 est inde Tenens.

Comperitum est etiam p Homagium
 ibidem qđ quidam O. B. Miles de-
 funct' tenuit de Domino huius Mane-
 ri die quo obiit sibi & Heredibus suis
 ad voluntatem Domini secundum
 consuetudinem Manerii p̄dia unum
 Messuagium sive Tenementum vigin-
 ti acras terre viginti acras prati
 quadragint' acras pasture triginta
 acras bosci quadraginta acras jamp-
 horum & huiere quinquaginta acras
 more & centum acras Marisci cum
 pertinentiis in A. p̄dia infra Mane-
 rium p̄dia. Et qđ p̄dia O. obiit de
 tali statu suo inde scissit' p sex Annos
 jam ult' elaps' & amplius Et quod
 quidam H. A. in jure A. Uxoris sue
 quondam Uxoris I. B. Arm illi pre-
 dia O. B. in p̄dia Messuagium sive
 Tene-

Presentment
 of an Abate-
 ment, &c. on
 a Tenant's
 Death, to the
 Disherison of
 the Lord.

Tenementum & cetera premissa p̄dici-
cum p̄tinentiis abatabit intrabit &
intrusit super possessionem Domini
Manerii p̄dici in exhereditationem
dici Domini Manerii p̄dici & Suc-
cessorum suorum & contra consuetudinem
Manerii sui p̄dici a tempore cuius
contrarii Memoria hominum non exis-
sit in eodem Manerio usitat' & ap-
probat' Et exitus & proficua inde a
tempore p̄dici mortis O. B. ad suum
proprium usum hucusque habuit & per-
cepit non capiendū p̄dici Messuagium
sive Tenementum & cetera p̄missa p̄-
dici cum pertinentiis extra manus
Dñi Manerii p̄dici Nec faciendū inde
Dño finem pro eisdem secundum
consuetudinem Manerii sui p̄dici.

A Precept to
seize the
Lands into
the Lord's
Hands.

Who on Peti-
tion of the
Abator re-
grants to
him.

Ideo p̄ceptum est Ballivo Manerii
p̄dici seiscire in manus Dom̄ p̄dici Mes-
suag sive Tenement' & cetera premissa
p̄dici cum pertinentiis quousque, &c.
Et Dominus modo habens inde seiscir-
nam ad humilem petitionem p̄dici
H. R. ex gratia sua spec' ad hanc Cur-
riam concessit extra manus suas p̄dici
Messuagium sive Tenement' & cetera
premissa p̄dici cum p̄tind p̄fatar' H. R.
& A. Uxorij eius ad Terminū vite
ipsius A. Et liberata est eis seiscir p̄
virg habend' & tenend' p̄dici Messua-
gium sive Tenementum & cetera p̄-
missa p̄dici cum pertinentiis p̄fatar'
H. R. & A. ad terminum vite ipsius
A.

A. ad voluntatem Dñi secundum consuetudinem Manerii pdia' Et post decessum ipsius A. remanere inde quibusdam D. C. & H. Uxor ejus constanguinie & proxime Hered pdia' G. videlicet filie pdia' J. B. filii pdia' O. & Hered de corpore pdia' D. C. legitime procreat. Et pro defectu talis exitus remanere inde pfa' H. Uxor pdia' D. C. & Hered de corpore pdia' H. legitime procreat. Et pro defectu talis exitus remanere inde pfa' H. A. & Hered de corpore pdia' H. A. legitime procreat. Et pro defectu talis exitus remanere inde pfa' A. Uxor pdia' H. A. & Hered de corpore ejusdem A. legitime procreat Et pro defectu talis exitus remanere inde cuida H. S. & Heredibus suis imppetuum Tenend de Domino p virgam ad voluntatem Domini secundum consuetudinem Manerii pdia' p reddit & servicium inde prius debet & de jure consuet. Et tam pdia' H. A. & A. Uxor ejus dant Domino de fine p tali ingressu suo inde habend de & in pmissis octoginta solidos fecerunt Domino fidelitate & admissi sunt inde Tenentes modo & forma pdia'is, &c.

Ad hanc Curiam testatum est per C. P. Seneschallum qd primo die Maii Anno Regni dicti Dñi Regis nunc duodecimo A. U. Gen jacens in extremis sursumreddidit in manus Dñi

Information by the Steward, of a Surrender made in Extremis, &c.

Dñi p manus dñi Seneschalli extra
 Curia in pñtia S. V. S. R. & D. J.
 secundū consuetudinē Manerii pñcia
 und antiquū Cotagiū sive Tenementū
 tum in quo J. C. modo inhabitat tri-
 ginta acras terre viginti & sex acras
 prati & quadraginta acras pasturę
 cum pertinentiis in A. infra Maner-
 rium pñcia vocat A. ad opus & usū
 J. uxoris ejusdē A. L. pro termino
 vite sue Et post decessū ejusdē J.
 remanere inde C. L. & H. L. filiis
 nati minorib⁹ pñcia A. L. & Heredi-
 bus suis Probis tamen semper & sub
 hac Conditione qđ si contingat ali-
 quem pñcia C. & H. obire sine He-
 redē de corpore suo exēd qđ tunc ipse
 qui supervixerit habebit & gaudebit
 pñcia. Cotagiū sive Tenementū & ce-
 tera tenementa pñcia cum pertinen-
 tiis sibi & Heredibus suis imppetū
 Et super hoc venit hic in Cur pñcia
 J. in propria persona sua & petit se
 admitti ad Cotagiū sive Tenementū
 & cetera pñcia pñcia cum pertinen-
 tiis Cui Dominus p Seneschallū
 suū concessit inde per virgam scissā
 Habendū sibi in forma pñcia ad volun-
 tatē Dñi secundū consuetudinē Maner-
 rii pñcia Et dat Dño de Fine pro
 ingressu suo inde habendū quadraginta
 solidos fecit fidelitatē & admissus est
 inde tenens.

Ad hanc Curiam testat est etiam per p̄dictum T. P. Seneschallum ibid q̄d primo die Maii Anno Regni dicti Dñi Regis nunc decimo quarto T. J. venit corā p̄fat Seneschallo in p̄pria persona sua & sursumreddidit in manus Dñi per manus dicti Seneschalli extra Cur in p̄sentia T. D. C. R. & J. C. secundū consuetudinē Manerii p̄dicti reversionem unius Messuagii sive tenementi sexdecim acrarū terre duodecim acrarū p̄ati & tresdecim acrarū pasture cum pertinentiis vocat D. ac reversionē duorū Cotagiorū octodecim acrarum p̄ati & quatuordecim acrarū pasture cum pertinentiis in H. intra Parochia de A. ad opus & usū D. T. & R. Uxoris eius & Heredū de corpore p̄dicti D. T. legitime procreat. cum post mortem cuiusdā A. modo Uxoris H. J. acciderint Et pro defectu talis exitus de corpore p̄dicti D. T. legitime pereat remanere inde p̄fat H. J. & Heres de corpore ejusdē A. legitime pereat. Et pro defectu talis exitus remanere inde A. S. & Heredibus suis imperpetuū Qui quidē D. T. & R. Uxor ejus Dominus per Seneschallū suū p̄dictū ad hanc Curia concessit inde per virga seiscina habendū & tenendū p̄dicta Messuagia Cotagia & cetera p̄missa p̄dicta cum p̄tinentiis in reversione secundū consuetudinē Manerii

The like of a Surrender of a Reversion to Uses, with divers Remainders, and the Tenant's Release of his Right.

nerii p̄dici cum post mortem p̄dici
 A. Uxoris p̄dici H. C. acciderint p̄-
 fac D. & H. Uxori ejus & Hered de
 corpore p̄dici D. legitime p̄creat. Et
 p̄o defectu talis exitus remanere inde
 H. S. & Hered suis imperpetuū ad
 voluntate Dñi secundū consuetudinē
 Manerii p̄dici p̄ reddit & servitia in-
 de prius debet & de Jure consue Et
 p̄dici D. & H. Uxor ejus dant Dño
 de fine p̄o tali statu suo inde habend
 centū solidos & admissi sunt inde te-
 nentes modo & forma p̄dici Et p̄-
 dictus Dominus cognoscit se satisfac-
 fore de p̄dici Fine inde habend p̄o
 Messuagio Cotagiis & ceteris p̄emis-
 sis p̄dici cum pertinentiis de p̄dici
 D. & H. Uxore ejus cum p̄dici Mes-
 suagium Cotagia & cetera p̄missa
 p̄dicta cum pertinentiis post mortem
 p̄dici A. Uxoris p̄dici J. ad manus
 suas debenerint Et postea ad hanc
 Curia venit p̄dictus C. J. in propria
 persona sua Et hic in plena Curia
 sursumreddidit in manus Dñi tota
 jus titulū clamed & interesse sua in
 omnibus p̄dici Messuagio Cotagiis
 & ceteris p̄missis cum pertinentiis
 ad usus p̄dictos Et ulterius remisit
 relaxabit & omnino pro se & Heredi-
 bus suis quiete clamabit p̄fatis
 J. H. & A. Uxori ejus tota jus ti-
 tulū clamed interesse & demand sua
 que ipse p̄dictus C. J. unquā habuit
 in p̄dici Messuagio Cotagiis & cete-
 ris

ris pmissis predictis cum pertinentiis
 habendi & tenendi omnia & singula
 predicta Messuagium Cotagia & cetera
 premissa predicta cum pertinentiis
 prefat. J. H. & A. Urozi ejus pro ter-
 mino vite predictae A. & post decessum
 ejusdem A. remanere inde D. C. & H.
 Urozi ejus & Heredibus de corpore
 predicti C. legitime procreat. Et pro
 defectu talis exitus remanere inde
 prefat. H. Urozi predicti D. & Heredi de
 corpore ejusdem H. legitime procreat
 imperpetuum ad voluntatem Domini
 secundum consuetudinem Manerii predicti,
 &c.

Compertum est etiam per Homagium
 ibidem quod B. C. qui tenuit sibi & He-
 redibus suis de Domino hujus Manerii se-
 cundum consuetudinem Manerii predicti
 unum Messuagium sive Tenementum duo
 Cotagia tria Cotta unum Columbare
 unum Gardinum duo pomaria quinquaginta
 accras terre viginti accras prati
 octoginta & septem accras pasture cen-
 tum accras Bosci ducentes accras
 jampno & Buere & sexaginta accras
 Marisci cum pertinentiis in B. ante
 hanc Curiam obiit inde seiscitus Et quod
 C. D. est unicus frater & Heres prae-
 dicti B. C. & plene etatis qui plenus
 hic in Curia petit se admitti Tenere
 ad omnia terras & Tenementa Custo-
 maria de quibus ipse predictus B. C.
 obiit seiscitus videlicet ad predicta Mes-
 suagium

Presentment
 of a customa-
 ry Tenant's
 Death, and
 Admission of
 his Heir.

suagiū Cotagia terras Tenementa & cetera premissa cum ptinenciis in B. p̄dia' infra Maneriū p̄dia' Cui quidem C. D. Dominus per Seneschallum suū p̄dia' concecit inde per virgam seisinam Habendū & tenendū sibi & Heredibus suis Tenendū de Dño per virgā ad voluntatem Dñi secundū consuetudinē Manerii p̄dicti p reddidit & servie inde prius debie & de jure consuee Et dar Dño de fine pro ingressu suo inde habendū decem libras Et fecit Dño fidelitatem Et admissus est inde Tenens.

Of the Death
of a Coparce-
ner, and the
Admission of
the Heir to
the Moierie.

Comptū est etiā p Homagiū ibid qđ quidā B. C. qui tenuit de Dño hujus Manerii ut parcenarius secundū consuetudinē Manerii p̄dicti tria Messuagia tria Cotagia sexaginta acras terre septuaginta acras prati & centū & quinquaginta acras pasture cum ptinenciis in B. infra Maneriū p̄dia' simul cum J. B. fratre suo sibi & Heredibus suis obiit citra ultimā Curia' inde seistus Et quod quidā I. B. est ejus filius & p̄ximus Heres. quoad medietatem p̄dictorū Messuagiorū Cotagiorū Terrarū & Tenementorū p̄dictorū cum ptinenciis & plene etatis qui p̄sens hic in Curia' petit se admitti tenentē ad p̄dictam medietatē p̄dia' errarū & Tenementorū p̄dicta' cum ptinenciis Cui quidem J. B. Dominus p Seneschallū suū

suo p̄dicto concessit inde p̄ virgā sci-
 finā habendū & tenendū sibi & heredi-
 bus suis in Coparcinerio cum p̄fate
 J. B. Tenendū de Dño p̄ virgā ad vo-
 luntatem Dñi secundū consuetudinē
 Manerii p̄dicti p̄ redditū & seruicia in-
 de prius debite & de jure consue- Et
 dat Dño de fine p̄ ingressu suo inde
 habendū quadraginta solidos & fecit
 Dño fidelitatem Et admissus est inde
 Tenens.

Ad hanc Curiam venit B. C. unus
 Customar tenendū hujus Manerii in
 propria p̄sona sua & sursumreddidit
 in manus Dñi p̄ manus Seneschalli
 sui p̄dicti unum Cotagiū cum p̄ti-
 nentiis vocat S. ac duodecim acras
 terre jacent in communi campo de B.
 p̄dicti vocat L. M. videlicet unam
 ac̄ inde sup̄ stadio ibidem vocat C. f.
 inter terras G. C. ex orientali parte
 & terras M. H. ex occidentali parte
 ibidem & abuttandū sup̄ terram Capi-
 talem vocat H. H. cujusdam J. J.
 ibidem ex parte australi, quatuor sel-
 vices inde (p̄ estimatiōem unam
 ac̄) jacent super stadio ibidem vocat
 W. inter terras M. M. Gen ex parte
 australi & terras J. C. ex parte borea-
 li ibidem & abuttandū sup̄ communem
 viam ibidem ex parte orientali inde
 duas acras inde jacent sup̄ eodem sta-
 dio vocat M. f. juxta terras p̄tinent
 Collegio vocat C. in C. ex parte bo-

Surrender of
 customary
 Tenements
 in Fee, &c.

Abuttals.

reali & abuttan sup dictam commu-
 nem via ibidem ex parte orientali in-
 de duas rodas inde jacent sup stadio
 ibidem vocat L. f. inter terras
 M. W. Gen ex parte orientali &
 abuttan sup rivulum ibidem vocat
 S. B. ex parte boreali inde tres ro-
 das inde jacent sup dicto stadio vocat
 L. f. inter terras J. J. Armigeri
 ex parte orientali & terras H. G. Mi-
 litis ex parte occidentali & abuttan
 sup dictum rivolum ibidem vocat
 S. B. ex parte boreali inde tres alias
 rodas inde jacent sup dicto stadio vo-
 cat L. f. inter terras R. B. Gen ex
 parte occidentali & terras W. A. ex
 parte orientali inde & abuttan sup
 dictum rivolum ibidem vocat S. B.
 ex parte boreali inde sex Seliones in-
 de (p estimationem una ac & dimi-
 dium unius acre) jacent sup stadio
 ibidem vocat C. f. inter terras R. J.
 Baronetti ex parte australi & terras
 A. B. modo Dñi hujus Manerii ex
 parte boreali & abuttan sup Cemete-
 rium Ecclesie Parochialis de B. ex
 parte orientali inde sex alias seliones
 inde (continen p estimationem una acra
 & dimidium unius acre) jacentes sup
 eodem stadio vocat C. f. inter terras
 S. C. vidue ex parte boreali & terras
 H. C. Gen ex parte australi & abut-
 tan sup predictum Cemeterium Eccle-
 sie Parochialis de B. predicta ex parte
 orientali dimidium unius acre inde
 exi-

existens caput vocat H. ejusdem sta-
 dii vocat G. f. unum allud dimi-
 dium unius acre inde jacent sup co-
 dem stadio vocat H. f. inter terras
 G. M. Gen ex parte orientali inde &
 terras dicti modo Dñi ejusdem Ma-
 nerii ex parte occidentali & abuttan
 super dictas terras ibidem vocat S. H.
 ex parte australi inde duas rodas inde
 jacent sup stadio ibidem vocat D. f.
 inter terras J. W. Arm ex parte
 meridional & terras A. G. Gen ex
 parte septentrionali & abuttan super
 magnum boscum vocat G. M. ex
 parte occidentali inde duas alias ro-
 das inde jacent sup dicto stadio vocat
 D. A. inter terras J. C. ex parte sep-
 tentrionali & terras D. A. Gen ex
 parte meridionali & abuttan sup di-
 cum boscum vocat G. W. ex parte
 occidentali inde Ad opus & usum J. J.
 Veredum & Alagid suoz imppetuum
 Cui quidem J. R. Dominus p Senes-
 chal suum concessit inde seisinā p vir-
 gam Habend sibi & Heredibus suis
 Tenend de Dño p virga ad volunta-
 tem Dñi secundum consuetudinem
 Manerii predicti p reddit & servitia
 inde prius debet & de jure consue Et
 dat Dño de fine pro ingressu suo inde
 habend viginti sex solidos & octo de-
 narios fecit fidelitatem & admissus est
 inde tenens.

A special
Court-Baron.

Ad Curia Baronis J. P. Militis
Dñi Manerii predicti ibidem tene die
Martis secundo die Novembris An-
no Dñi Millesimo sexcentesimo sexa-
gesimo tertio Anno Regni Dñi Ca-
roli Secundi, Dei gratia, Anglie,
Scotie, Francie & Hibernie Regis,
Fidei Defensoris, &c. undecimo cora
J. W. Armigero Seneschallo ibidem
Irrotulatur sic.

Admission on
a Surrender
there.

Ad hanc Cur venit C. T. und Custos
mar Tenens hujus Manerii in ppria
psona sua & sursumreddidit in manus
Dñi p manus Seneschalli sui predicti
secundum consuetudinem Manerii pre-
dicti unum Messuagium sive tenemen-
tum & triginta acras prati & pasture
cum ptinentiis in B. predicta infra
Manerium predicta. Ad opus & usum
J. C. Hered & Aliqñ suor imppe-
tuum Cui Dominus p Seneschallum
suum concessit inde p virga seisinam
Habend sibi & Heredibus suis Tenend
de Dño secundum consuetudinem Ma-
nerii predicti p reddit & servitia inde
prius debet & de jure consuet. Et dat
Dño de fine p ingressu suo inde ha-
bend quinquaginta solidos fecit fide-
litatem & admissus est inde tenens.

Maner'

Maner' } ff. Curia Baronis G. S. Militis Do-
de S.... } mini Manerii prædicti ibidem
tent. coram J. S. Gen. Senef-
challo ibidem die lune, &c.

Homagium	{	G. G. Gen.	{	P. G.	} Jur'.
		S. B. Gen.		J. T.	
		W. C.		W. R.	
		J. S.		N. M.	
		R. W.		T. D.	
		G. R.		R. A.	

Effon. Null. Null.

ff. **M.** P. Gen C. M. T. B. Gen Presentment
A. B. Gen S. W. Gen of Defaulters.
W. H. R. B. Gen J. W. Gen
C. C. Gen J. W. J. M. alias M.
Gen H. W. Gen D. C. Gen J. S.
R. S. Gen J. C. J. B. J. P. Gen
W. H. Gen J. S. W. H. f. C. Gen
H. R. J. P. Gen H. V. Gen H. P.
S. R. J. R. Gen A. C. W. P. W. P.
& R. J. Quilibet eorum quia non
comperuer ad hanc Cur amerciatur
prout patet super eo separalibus ca-
pitibus.

Ad hanc Cur Homag present quod A Surrender
J. S. de G. in Com C. Wheelwright in Fee, and
unus Customario Tened hujus Ma- Admission
nerii citra ult Cur & ante hanc Cur thereon, and
seist tertio die Octobris An Dni &c. a Surrender
sur= to uses, &c.

sursumreddidit in manus Dñi p ma-
 nus & acceptatōm W. D. loco Ballii
 Dñi in pñentia C. D. & J. C. duorū
 Customarioꝝ Tenend hujus Manerii
 id testantium secundum consuetudinē
 Manerii totum illud customarium
 Messuagium sive Tenementum cum
 extradomibus Edificiis atriis hortis
 gardinis & una acra terre customar
 plus sive minus eidem ptinend cum
 suis & quibuscūq; earū ptinē put sunt
 situat jacent & existend sup W. common
 prope W. Null modo in tenura sive
 occupatione vidue W. sive Assign su-
 rum Ad opus & usum J. D. Hered &
 Assign suorū imppetuum Et sup hoc
 ven hic in Cur pñict J. D. Et humil-
 lime petit de Dño admitti Tenend ad
 Tenementa pñicta cum ptinē secundum
 formā & effectum sursumredditionis
 pñictæ Cui Dominus p Seneschallum
 concessit inde seisinam p virgā Habend
 & tenend sibi & Heredibus & Assigna-
 ris suis imppetuum p virgā ad vo-
 luntatem Dñi secundum consuetud
 Manerii pñicti p reddit & servitia in-
 de prius debet & de jure consueet. Et
 dat Dño de fine, &c. admissus est inde
 Tenens Et fec fidelitat &c. Et super
 hoc pñictus J. D. existens admissus
 Tenens ut pñertur immediate post ad-
 missionē suā pñictā in ea parte fac
 hic in Cur sursumreddidit in manus
 Dñi Manerii pñicti p manus Senes-
 challi pñicti totam illud Customar
 Mel-

Messuagium p̄dictum & p̄dicta unam
 acra terre & omnia & singula cetera
 p̄missa p̄dicta cum p̄tinē ad opus & usū
 ipsius J. D. p̄ termino vite sue & post
 ejus decessum tunc ad opus & usum
 M. D. Uxoris ejus & post decessum ip-
 sorū J. D. & M. Uxoris ejus tunc ad
 opus & usum M. F. Heredū & Aliq̄n
 suorū imp̄petuum Ea Intentione q̄d
 Dñs Manerii reconcederet Cene-
 menta p̄dicta cum p̄tinentiis secundum
 formā & effectum sursum redditiōis ul̄
 p̄ Sup̄ quo Dñs Manerii p̄dicti p̄
 Seneschallum concessit eidem J. D.
 seisinā. Cēnto p̄dicto cum p̄tinē p̄
 virgā habendū & tenendū eidem J. D.
 & Aliq̄n suis p̄ termino vite sue re-
 manere inde post ejus decessum ha-
 bendū p̄fat M. Uxori ejus & Aliq̄n suis
 p̄ termino vite sue remanere inde post
 ejus decessum Heredū p̄fat M. F. Heredū
 & Aliq̄n suis imp̄petuum p̄ virgā ad
 voluntatem Dñi secundum consuetu-
 dinem Manerii p̄dicti p̄ redditū & servitū
 inde p̄ius debet & de jure consuetū Et
 separatim dant Dño de fine p̄ eo q̄d sta- Fine 45 l.
 tu admittendū in toto attingendū ad quin-
 decim libras unde duodecim libe solutū
 fuer Dño Manerii in Cur̄ Ac sera- Rent 60 s.
 ginta solidū reddū inde solvendū sunt
 Dño Manerii sup̄ ultimum diem in-
 stantis Mensis Augusti Et separatim
 admissi sunt inde Cēnen Et p̄dictus
 J. D. fecit fidelitatem, &c. scilicet fidelitas
 p̄dicta p̄ M. D. & M. F. respectuatur
 quousq̄, &c. Ad

Presentment
of the Te-
nant's Death,
and Admis-
sion of his
Heir, who
Surrenders in
Fee.

Ad hanc Cur Homag^u present^u quod
A. B. nuper unus Customar Tenen^d
huius Manerii qui tenuit de Domino
Manerii unum Cotagium & unum
hortum eidem spectan^d citra ultimam
Cur & ante hanc Cur obiit inde seisse
quodque T. B. est ejus filius natu
maximus & proxim^us Heres, Qui
presens hic in Cur humillim^e petit de
Dño admitti Tenen^d ad Tenementa
predia cum pertinentiis, Cui Domi-
nus per Seneschallum concessit inde
seisinam per virgam Habendi & tenendi
eidem T. Heredibus & Assignatis
suis ad voluntatem Dñi secundum
consuetud^{em} Manerii predicti per reddit^u
& servit^u inde prius debet & de jure
consuet^u, Et dat Domino de fine, &c.
admiss^u est inde Tenens, Et fec^{it}
fidelitat^{em}, &c. Postea seden^d Cur ve-
nit hic in Cur predia^l T. & sursum
reddidit in manus Domini per ma-
nus & acceptationem Seneschalli pre-
dicti Cotagium & hortum predia^l
cum pertinentiis ad opus & usum
ipsius T. pro termino vite sue, Et
post ejus decessum ad opus & usum
A. B. Hered^u & Assign^u suorum imper-
petuum, Ea intentione quod Dñus
Manerii reconcederet Tenementa pre-
dicta cum pertinentiis eidem T. B. ac
predicto A. B. secundum formam &
effectum sursumreddition^{is} ult^{im} predia^l,
Super quo Dominus Manerii pre-
dicti

dicti concessit prefat. T. B. seisinam
 Tenementorum predictorum cum per-
 tinentiis per virgam habend. eidem
 T. & Assign. suis pro Termino vite
 sue Remanere inde post ejus decessum
 prefat. A. D. Heres & Assign. suis im-
 perpetuum, Ad voluntatem Domini
 secundum consuetudinem Manerii pre-
 dicti per reddit. & servic. inde prius
 debet. & de jure consuec. Et separatim
 dant Domino de fine pro eorum statu Fine 100s.
 admitti in toto attingend. ad centum
 solid. Et separatim admissi sunt inde Rent 2 d.
 Tened. Et fee fidelitatem, &c.

Ad hanc Cur. presens est quod H. R. A Surrender
 ad Customar Tened. hujus Manerii of customary
 citra ult. Cur. & ante hanc Cur. die Tenements
 Sacti Anno Domini Millimo Ser- in Fee.
 centesimo sexagesimo octavo sursum-
 reds in manus Domini Manerii pre-
 dicti per manus & acceptationem
 W. D. Vallii Domini in presens
 T. D. & J. C. duorum Customar
 Tened. Manerii predicti id testand. se-
 cundum consuetudin. Manerii predicti
 totum illud customar Messuagiū sive
 Tenementum quocunque nomine sive
 nominibus idem appellat. sive cogn.
 sit una cum omnibus & singulis do-
 mibus Edificiis structur. atriis hortis
 gardinis & quinq. acris terre Custo-
 mar plus sive minus eidem spectand.
 sive pertinen. simul cum aliis pertind.
 p.que eadem sunt situat. jacent. & exi-
 stent.

sted in B. predia' ac in tenura sive
 occupatione A. S. sive Assignu suorum
 Ad opus & usum P. M. sive Assignu
 suorum imperpetuum Super quo presens
 hic in Cur predia' J. humillime petit
 de Domino admitti Tenend ad Mel-
 suagium pdia' cum pertinet Cui Do-
 minus per Seneschall concessit inde
 seisinam per virgam Habend & tenend
 eidem H. Heredibus & Assignatis suis
 imperpetuum ad voluntatem Dñi se-
 cundū consuetudinē Manerii predia'
 per redditū & servitū inde prius debite
 & de jure consuevit, Et dat Dño de fine
 nobis Libras Admissus est inde Te-
 nend, Et fecit fidelitatem, &c.

Presentment
 of a Surren-
 der to Uses
 on Condition.

Ad hanc Cur Homag presens quā
 A. C. de P. in Com E. Butcher,
 unus Customar Tenend hujus Ma-
 nerii citra ultimā Cur & ante hanc
 Cur scilicet septimo die februarii An-
 no Domini Millimo sexcentesimo sexa-
 gesimo septimo sursum reddidit in
 manus Dñi Manerii predia' per
 manus & acceptationem T. B. loco
 Ballii, Domini in presentia G. R.
 & R. W. duorum Customar Tenend Ma-
 nerii predia' secundum consuetudinē
 Manerii totū illud Customar Mel-
 suagium sive Tenementū (vocat Cler-
 lock) cum omnibus extra domibus
 struatur horreis stabulis atriis hor-
 reis gardinis & quinque acris terre
 Cu-

Customar plus sive minus eidem spectant
 unacum suis & quibuscumque eorum perti-
 nentibus prout eadem sunt situat jacent
 & existunt in S. predia & modo in
 tenura sive occupatione R. sive Assign
 suorum, Ad opus & usum W. B. de alta
 Ongar in eodem Com & Assign suorum
 imperpetuum Proviso tamen sub Con-
 ditione si predia A. C. Heredes Exe-
 cutores Administratores sive Assigni
 sui bene & veraciter solvant seu solvi
 faciant eidem W. B. Executoribus,
 Administratoribus sive Assigni suis
 plenam summam septuaginta & quatuor
 librarum & quatuor solidorum legalis
 monete Anglie modo & forma sequent
 videlicet quadraginta & duos solidos
 inde super septimum diem Augusti
 tunc proxima sequent & septuaginta &
 duas libras & duos solidos residuum
 inde, Et remanere inde super octavum
 diem Febrii qui foret in Anno vice-
 simo primo Regni Domini nostri Ca-
 roli secundi Dei gratia Anglie, Sco-
 tie Francie & Hibernie Regis fidei
 Defensoris, &c. Anno Domini Mil-
 limo sexcentesimo sexagesimo octavo
 ad vel infra Domum mantionalem ipsius
 S. vocat C. P. situat & existunt in
 Parochia de alta O. p[ro] absque fraude
 sive dolo quod tunc sursum redditio pre-
 dicta foret vacua & nullius effectus,
 Aliter remaneret & staret in plenis
 potestate & effectui, &c.

Ad

Presentatio
quod R. A.
non solvit
100 l. J. A.
secundum
sursurreddi-
tionem, Ideo
prima Pro-
clamatio
fact'.

Ad hanc Curiam compertum est per
Homag quod ad Cur tenē pro Domino
hujus Manerii decimo septimo die
Aprilis Anno Regni Domini Regis
nunc decimo octavo R. A. unus Cu-
stomar Tenent hujus Manerii sursurreddi-
reddidit in manus Domini unū Cu-
stomar Tenementū, vocat Brewers, ac
tres Customar acras terre ac unū al
Customar Cotagiū cū pertinentiis ad
usum J. A. & C. A. de B. magna &
Hered suos imperpetuū sub Condi-
tione ad solvendū centum & sex Libras
eisdem J. A. & C. J. Executoribus
Administratoribus vel Assign suis
super decimū octavū diem Aprilis
Anno Domini Millesimo sexcentesimo
sexagesimo septimo tum sursurreddi-
tio predicta foret vacua, Modo com-
pertum est ad hanc Curiam quod pre-
dicta centum & sex libe non fuer solut
secundū formā & effectū Conditionis
predicte, Et quod predictus C. A.
mortuus est, Predictusque J. A. ip-
sum superbixit, Super quo prima
Proclamatio facta fuit ad hanc Curiam
quod predictus J. A. veniret in Cur
hic admitti Tenentem ad Tenementa
predicta cum pertin aut aliter Domi-
nus eadem Tenementa cum pertin
seisiret in manus suas proprias sed
predictus J. licet solempniter exactus
non venit sed defale fecit, &c.

Ad

Ad hanc Curiam compertum est per
Homagium quod S. B. unus Custo-
mar Tened hujus Manerii citra ult
Cur & ante hanc Cur scilicet vice-
simo secundo die Januarii Anno Reg-
ni Domini Regis nunc decimo nono
sursumreddidit in manus Domini
per manus & acceptationem W. B.
Armigeri nuper Seneschalli Mane-
rii predicti unum Messuag sive Te-
nementum cum dimidi acere terre Cu-
stomar & Heriotabil, vocat Godfries,
& unum Croftum terre, vocat Swaines,
contined quinque acras & tresdecim
acras terre, vocat Tinges Customar &
Heriotabil & unum Hoppet contined
unum Rodam terre parcell Tene-
menti, vocat Scarlets, Acetiam unam
parcellam terre contind per estimatio-
nem tres acras & dimidi Customar
& Heriotabil parcell Tenementi, vo-
cat Sabernes, ad opus & usum A. P.
Sed Hered & Assign suorum imper-
petuum Proviso semper quod si p'dict'
S. B. Heredes Executores Admini-
stratores sive Assignati sui solvent vel
solvi faciant eidem A. Executoribus
Administratozibus sive Assign suis
trecentas & novem libras ad Domu
mansionalem T. H. Scriptoris situat
in C. in Com Midd super vicesim
tertium diem Julii tunc prox' sequend
quod tunc sursumredditio predicta fo-
ret vacua, Aliter remaneret in vi &
pleno

Presentment,
That the Mo-
ney was not
paid accord-
ing to the
Condition,
and Pro-
clamation
made.

pleno robore, Quodq; denarii p̄dicti non fuer solut secundum formam & effectum Conditionis p̄dictæ, Super quo p̄ima Proclamatio facta fuit ad hanc Cur' quod p̄dicta A. P. veniret in Cur' admitti Tenen' ad Tenementa p̄dicta cum pertin', Aut aliter Dominus eadem Tenementa cum pertin' seisciret in manus suas proprias, Sed p̄dictus A. licet solempniter exa' non ven' sed default fecit, &c.

Presentment
of the Pay-
ment of Mo-
ney on a
Conditional
Surrender.

Ad hanc Curiam compertum est per Homagium ibidem super Sacramentum J. S. quod W. C. solvit S. P. & M. Urozi ejus quinquaginta Libras & totum interesse superinde debet secundum effectum Conditionis fact' ad Cur' ten' nono die Martii Anno decimo septimo Caroli secundi Regis nunc, Ideo idem W. sit inde quiet, &c.

Maner' de } ff. Curia Baronis A. B. Ar-
S. cum } migeri Domini Manerii
Membr'. } predicti ibidem tent' 16 die
 Octob' Anno Regni, &c.
 Annoque Domini, &c. co-
 ram C. D. Seneschallo
 ibidem.

Esſon' B. A. Esſon' de Communi Esſonio.

Homagium	{ C. G. Gen' }	} Jur'	{ D. T. }	} Jur'.
	{ R. G. }		{ W. R. }	
	{ G. T. }		{ A. W. }	
	{ R. W. }		{ B. R. }	
	{ O. T. }		{ B. G. & }	
	{ A. R. }		{ K. J. }	

In primis quilibet Tenens hujus Manerii qui fecit defaultam ad hanc Curiam ad hunc diem Amerciatur per Homagium predictum ad duodecim denarios separatim. Amercia-
ment'.

Item ad hanc Curiam compertum est & presentatum per Homagium predicta' quod R. J. Gen. Unus Customarioz Tenentium hujus Manerii citra ultimam Curiam obiit scilicet de uno Tenemento & tribus acris (vel eo circiter) terre Customar, Et quod R. J. est ejus Filius & Heres (qui circa etatem trium annorum jam existit) Presenta-
menta.

Death of a
Tenant, and
who his Heir.

istit, Et quia nullus venit ad hanc Curiam sursumcapere premissa predicta & admitti ad eadem ex parte predicti Infantis Ideo prima Proclamatio facta est.

For digging on, and inclosing the Waste.

Item presentatum est ad hanc Curiam per Homagium predictum quod C. J. citra ultimam Curiam effodit & inclusit parcellam Vasti Domini hujus Manerii abutram super Terras Customar predicti C. jacent in W. Quodque in casu predictus C. non extraponat (Anglice shall not lay out) predictam parcellam Vasti Communie ex qua cepit eandem ante primum diem Decembris proxime future forisfaciet Domino Manerii predicti quinque solidi.

Simile.

Item presentant & amerciant H. R. pro consimili Offensa 5 s. in casu ut supra.

Simile.

Item presentant & amerciant S. R. Gen pro Effoditione Vasti Domini Manerii predicti ad quantitatem sex perticar (Anglice Rodds) vel eo circiter ad decem solidi pro tali Offensa sua in casu ut supra.

Simile.

Item presentant & amerciant H. W. Tenen predicti S. R. pro Effoditione Vasti Soli Domini hujus Manerii ad quantitatem trium perticar (Anglice

lice Rodds) vel eo circiter ad 5 s. pro tali Offensa in casu ut supra.

Item presentant & amerciant E. W. Simile. Seniozem pro consimili Offensa ad quantitatem sex perticat (Anglice Rodds) ad decem solidi in casu ut supra.

Item presentant & amerciant pre- dia' E. W. pro depastione (Anglice Feeding) Communie ad prejudicium Tenentium Domini hujus Manerii ad decem solidi. Pro depa-
stione com-
munie.

Item presentant & amerciant E. W. Juniozem pro superoneratione (Anglice Surcharging) Communie cum obis & aliis Abbatibus ad viginti solidi. Pro superone-
ratione com-
munie.

Item presentant & amerciant E. J. pro Effoditione (Anglice digging up) Communie circa tres perticat ad quinque solidi pro tali Offensa. Pro Effodi-
tione Com-
munie.

Item presentant & amerciant G. J. pro Effoditione (Anglice digging up) & Inclusionione parcelle Communie in casu predicti G. non extraponat (Anglice shall not lay out) eandem ante primum diem Decembris prox' futur ut supradictum est ad quinque solidi. Pro Effodi-
tione & In-
clusionione.

Item presentant & amerciant I. J. pro succisione Jampnozorum super Damnum Pro succi-
sione Jamp-
nozorum &
Depastione
herbe.

sum Dñi hujus Manerii & pro Depastione herbe ibidem cum Obibus & aliis Aberiis ad viginti solidi pro tali Offensa.

Pro depastione Herbagii.

Item presentant & amerciant J. O. pro Depastione Herbagii crescent super Pastum Domini hujus Manerii cum Obibus & aliis Aberiis ad duodecim solidi & sex denari pro tali Offensa.

Pro non Reparatione.

Item presentant quod Dominus hujus Manerii debet reparare & emendare Januam pendentem apud superiorem finem Locum (vocat C. Green) modo existentem in decalu.

Simile.

Item presentant quandam aliam Januam pendentem apud inferiorem finem Locum predicti (vocat C. Green) fore in decalu, Et debet esse reparata & emendata etiam per Dñum Manerii predicti.

Presentatio pro permissione Janue decidendi.

Item presentant & amerciant J. C. Sed pro permissione Janue sue ducendæ ab Ecclesia de W. usque ad P. H. decidere (Anglice to fall down) pro decalu inde In casu ipse non Erigerit (Anglice shall not set up) alteram de novo ante primum diem Decembris proximi future ad decem solidi.

Item

Item presentant & amerciant S. R. Pro Impedi-
 pro Muritione (Anglice Walling) & tione passa-
 Inclusionone cujusdam fabricationis gii, &c.
 Fabri Ferrarii (Anglice a Smith's
 Forge) nuper Expositæ (Anglice set out)
 super Vallum Domini per quendam
 H. J. ad Impedimentum (Anglice
 the Hindrance) Tenentium Dñi Ma-
 nerii predicti utendi passagium per &
 trans fabricationem predictam ad
 20 s. In casu ipse non faciet liberū
 passagium per & trans eandem fa-
 bricationem ante primum diem De-
 cembzis prox' futur.

Item presentant & amerciant L. M. Pro faciend'
 viduam pro non Emundatione (Ang- Nocumen-
 lice Cleansing) duos Hulborum trans tum.
 fossatum prope Venellam (vocat
 F. Lane) Ad Nocumentum Communis
 alte Regie vie ibidem & populi tran-
 seund per eandem Et quod ipsa Emun-
 dabit & Escoriabit eadem Hulva ante
 primum diem Decembzis prox' fu-
 tura sub pena forisfaciend' Domino
 hujus Manerii quinque solid.

Modo ad hanc Curiam venit B. S. Licentia Do-
 Gen' unus Tenend' Customar hujus mini dimit-
 Manerii Et humillime petit Licen- tend' Terras.
 tiam Dimittendi Omne illud Custo-
 marium suum Tenementum & circa
 sexdecim acras Terre Customar (vo-
 cat S.) modo vel nuper in tenura

sive occupatione C. I. vidue Acetiam
 Totum illud suum Messuagium cum
 dimidio unius Virgat Terre Custo-
 mar (vocat H.) in Occupatione H. C.
 Et unum Croftum Terre Customar
 (vocat S. Magna) continet circa quin-
 que accras Et circa tresdecim accras
 Terre Customar vocat C. Et unum
 Hoppetum continet circa rodam Par-
 cellam Terrarum Customar vocat Ec.
 Acetiam unam parcellam Terre Cu-
 stomar continet circa tres accras &
 dimidium unius acre parcella cujus-
 dam Tenementi vocat Sa. Cui qui-
 dem B. S. Dominus Manerii pre-
 dicti per Seneschallum suum predi-
 cum & per H. J. Sed (qui modo est
 per Dominum Manerii predicti pro
 hac vice ad hoc authorizat) in aper-
 ta Curia dedit & concessit Liberta-
 tem & Licentiam dimittendi pre-
 dicta Messuagia & Premissa cum co-
 rum & eorum cujuslibet pertinet cuida
 B. A. de Ec. Executoribus & Ang-
 natis suis Habendum & Tenendum
 predicta Messuagia & Premissa eidem
 B. A. & Angn suis a Festo Sancti
 Michaelis Archangeli usque preterit
 usque finem & terminum quadragin-
 ta Annorum extunc proor sequen & ple-
 narie complens & finiens (si predictus
 B. S. tam diu vixerit) Ita quod
 Dominus & Domini huius Manerii
 pro tempore existens possit & possint de
 tempore in tempus durante termino
 su-

supradicto in eadem dimissa premissa
sive in aliquam partem sive parcelle
inde Intrare Seisire Distringere sive
Capere aliqua alia licita remedia pro
Reddit' Servitiis finibus Amercia-
mentis aut aliis Debitis vel Servi-
tiis debite aut fore debite pro & in re-
spectu premissorum predictorum ita
plene ad omnia intentiones & propo-
sita sicut hec presens Licentia non fu-
isset habite sive concess' Et predictus
B. S. dat Domino pro fine pro Li-
centia illa habendi quinque Libras
Sterlingorum.

Cum ad Curiam Cent' pro hoc Ma-
nerio (tal die & anno) ult' preterit'
compertum & presentatum fuit per
tunc Homagium ibidem quod P. W.
nuper unus Customar Tenens hujus
Manerii obiit citra tunc ultimam
Curiam Et quod in vita sua videli-
cet (super ultimum diem D. tunc
ult' preterit) sursumreddidit in ma-
nus Dni Manerii predicti per manus
C. S. Sen' & C. S. Jun' duorum
Customariorum Tenentium ejusdem
Manerii totum illud Cotagium Cu-
stomar cum omnibus suis pertinen-
tiis adinde spectan' Ad Certos Usus
& super Conditiones in Testamento
& ultima voluntate suis specificat'
Modo ad hanc Curiam venit H. W.
Filius ejusdem P. W. Et profert
hic in Cur' Testamentum & ultimam

Presentatio
de obitu
P W. qui sur-
sumreddidit
ad usus in ult'
voluntat', Et
H. W. pro-
fert in Cur'
voluntatem
ill', Et ad-
mittitur.

voluntatem prefat. P. W. sub sigillo
 Cur. Prerogative Cantuar. Provinc.
 dat, &c. Per quod ipse p̄dictus P. W.
 disposuit de p̄missis p̄dictis in hec
 verba Anglicana sequen, viz. I give
 and bequeath all my Copyhold Cottage
 and Lands thereunto belonging, lying in
 the Manor of S. W. in the said County
 of, &c. to my Son H. W. and to the Heirs
 of his Body lawfully begotten. And for
 want of such Issue to the right Heirs of
 me, the said P. for ever. Upon this Con-
 dition, That he the said H. or his Heirs, or
 any other to whom the same may come or
 descend, do pay Forty Shillings a Year
 Quarterly, for Twelve Years after my De-
 cease, unto E. my Wife, for her Liveli-
 hood and Maintenance; and in Default
 of the same, as aforesaid, my said Wife
 to have and enjoy the same for such Time,
 until the Arrears thereof shall be satisfied
 and paid unto her, with the Sum of Two
 Shillings Six-pence over and above for eve-
 ry Quarter so unpaid by him or them, un-
 til the said Quarterly Payment, and the Pe-
 nalty of Two Shillings and Six-pence aforesaid
 be fully satisfied. Hout per eandem
 Voluntatem plenius apparet. Qui
 guidem H. W. ad hanc Curiam hu-
 milime petiit se admitti Tenentem
 ad p̄dicta Cotagium & P̄missa cum
 pertinentiis Cui Dominus Manerit
 p̄dicti per Seneschallum suum p̄-
 dictum ad hanc Curiam concessit & li-
 berabit inde seisinam per virgam ha-
 bendum

hendi & Tenendi eadem Cotagiū & Premissa cum pertinentiis p̄fat̄ H. W. & Heredibus de corpore suo legitime p̄creat (Remanere inde ut p̄dictum est Juxta formā & effectū Testamenti & ultime Voluntatis p̄dicti ac Conditio- nis in eisdem content) de Dño p vir- gam ad voluntatem Dñi secundū con- suetudinē Manerii p̄dicti p̄ reddit̄ & Servitia inde prius debita & de jure consueta Et idem H. W. dat Dño de fine pro tali Admissione sua prout patet, &c. Fecitque Dño fidelitatem suā Et admissus est inde Tenens, &c.

Cumque ad Curia tene pro Manerio predicto (talibus die Mense & Anno) G. W. admissus fuit Tenens ad unum Messuagiū sive Tenementū & circa viginti & una acras Terre Cultivar & Heriotabil̄ existē parcell̄ Terrarum & Tenementorū nup̄ dicti S. & B. Jacen̄ prope C. G. Cumque ad ultimā Curia tene pro Manerio predicto Comptum fuit & presentatum qđ predictus G. W. citra tunc ultimam Curia obiit inde seisse Et qđ J. W. est ejus frater & proximus Heres: Modo ad hanc Curia venit predictus J. W. Et humillime petiit se admitti Tenentem ad Premissa: Cui Dominus p̄ Seneschallum suū p̄dicti concessit & liberabit inde seissinam p vir- gam habendi & Tenendi predicta Messuagiū sive Tenementū & omnia &

Presentatio de Admissione G. W. pre- antea facta & de obitu ejus Et qđ J. W. est ejus Frater & Heres. Qui admittitur per Guardia- num.

& singula alia premissa cum suis & eoꝝ pertinentiis quibuscunqꝫ prelati J. W. Heredibus & Assignatis suis de Dño p virgam ad voluntatem Domini secundū consuetudinē Manerii predicti p reddit & servic inde prius debite & de iure consue Et predictus J. W. dat Dño de fine prout patet, &c. Et admissus est inde Tenens Sed Fidelitas sua respectuatur quousque, &c.

Ac postea sedente Curia tam Custodia corporis ipsius J. W. (qui infra Etatem viginti & unius Annoꝝ jam existit) quam Dispositio p̄dicta Messuagii sive Tenementi & Premissorum fuerunt (ad requisitionē ipsius J. W.) commiss & concess P. R. quousqꝫ, &c. Et idem P. R. admissus fuit Guaridianus Et solvit finem proinde, &c.

Presentatio
de sursum-
reditione
Conditionali.

Ad hanc Curia comptum fuit & Presentatū p Homagiū predictū Quod B. G. unus Customar Tenentiū huius Manerii citra ultimā Curia & ante hanc Curia (scilicet talibus die & Mense ultꝫ preterit) sursumreddidit in manus Dñi per manus R. J. & C. T. duor Tenend Customar Manerii illius totum illud Messuagium sive Tenementū suū Cum Atriis Pomariis Horreis Stabulis & Omnibus aliis Struauris & Ediāciis adinde spectan Scituar in S. W. predicta Et nuncupat sive cognit per nomen de Poine

foine-Meale, & unum Croftu Pastu-
re vocat B. Croft, adjungend certis
quibusda Terris modo in occupa-
tione H. C. vel Assignato suorum,
continen p estimatione una acra (sive
plus sive minus) cum pertinentiis Ad
sola proprium Opus & Usus B. C.
de, &c. Heredit & Assign suo imper-
petuum. Sub hac tamen conditione,
qd si predicta B. C. Heredes Execu-
tores Administratores vel Assignati
sui solvant vel solvi causabunt pdicta
B. C. Executoribus vel Assignatis
suis aut alteri eor annuatim durand
tribus annis separales denar sum-
mas postea mentionat apud domum
mansionalem ipsius B. C. situat in,
&c. pdicta ad tales dies, & in tali
modo sequend videlicet super octavum
diem J. qui fuerit in Anno Domini,
&c. summa triginta & sex solidi lega-
lis Monete Anglie Actiam sup no-
num diem J. qui fuerit in Anno Do-
mini, &c. similem summa triginta
& sex solidi consimilis legalis Monete
Pecnon super decimū diem J. qui
fuerit in Anno Domini, &c. summa
triginta & unius librar & serdecim
solidorum consimilis legalis Monete
quod tunc predicta sursumreditio fore
vacua aut aliter permanere in vi-
gori.

Maner

Maner'
de S.W.
cum
Membr'.

ff. Curia Visus Franci Plegii, cum
Curia Baronis A. B. Armigeri
Domini Manerii prædicti ibi-
dem tent' in Septimana Paschæ,
videlicet die Martis octavo die
Aprilis Anno Regni, &c. An-
noq; Domini, &c. coram C.D.
Gen' Seneschallo ibidem.

Efflon' C. T. Miles, P. P. Armig' & S. R.
Gen. Efflon' de Comuni Efflonio.

Juratores pro Domino Rege, cum Ho-
magio ibidem.

C. G.	} Jur'	D. T.	} Jur'	S. R.	} Jur'
R. G.		R. W.		F. T.	
C. D.		W. R.		T. J.	
C. T.		G. T.		W. W.	

Defaltores
pæsentat' &
ameriat'.

Juratores & Homagium præ-
sentant & Amerciant W. J. Gen'
B. A. Gen' & omnes alios Tenentes
Customar' hujus Manerii qui fecerunt
defalt' ad comparendū ad hanc Curiam
ad hunc diem, ad faciendū eod' separa-
lia sectas & servicia, ad sex denar' pro
quolibet eorundem separatim; Ac
omnes alii qui sunt Decennar' hujus
Manerii, quilibet eod' Amerciatur p
se separatim ad duos denar' pro consi-
mili defalt' sua.

Im-

Imprimis Juratores p̄dicti p̄sentant R. J. pro Hospitatione (Anglice Keeping) cujusdam Inquilini (vocat an Inmate) in domo sua. Præsenta-
menta de un
Inmate.

Item p̄sentant quoddam Fossatum currens a G. C. in le P. usq; ad J. in venella ducent ad S. P. quod debet Escopari per Dominum hujus Manerii, & minime Escopari est, ad grave Documentum communis alte Regie vie ibidem. Pro non Escopatione fossati.

Item p̄sentant C. III. pro non Escopatione Fossati sui ex altera parte (Anglice side) ejusdem Regie vie (existen' ejusdem longitudinis cum p̄dicto Fossato ultimo mentionat p̄tinen' Domino Manerii) ad grave Documentum similiter p̄dictae alte Regie vie. Simile.

Item p̄sentant p̄dictum C. III. p̄ non emundatione (Anglice not Clearing) cujusdam Aque-Cursus in quodam Campo suo (vocat Armin-Land) ad grave Documentum communis vie pedestris ducent a Villa de S. III. ad Ecclesiam de S. III. & ad p̄xor' Mercatum ville p̄dictae; Et in defectu Emendationis p̄dictae Aque-Cursus ante festum Sancti Johannis Baptiste p̄xor' futue amerciant p̄dictum C. III. ad quinque solidos. Simile.

Item

P o Obstru-
ctione cursus
Aguæ.

Item presentant A. W. pro obstru-
ctione cuiusdam Aguæ Cursus iuxta
Angulum Domus ejus, ad Pocu-
mentum vie pedestris ducent ad C. G.
Et in defectu non Emendationis ejus-
dem ante Festum Sancti Johannis
Baptiste prox' futur' (ut supra dictum
est) amercciant ipsum ad quinq; solidos.

Pro Inclusionem
com' Venellæ.

Item presentant B. A. Gen & B. S. pro Inclusionem cuiusdam communis
Venelle ducent a quodam Loco (vocat
W.) usq; ad quendam Pontem (vocat
P. Bridge) Ratione cuius Terre tenen-
tes (Anglice the Land-holders) adinde
prope adjungend' impedit' sunt (Ang-
lice are debarred) de Communia Pas-
sure sue Et perinde in processu tem-
poris idem Passagium possit denegat'
& penitus amiss' Et in defectu non
aperte jacent' (Anglice not laying open)
Venelle pdicte ante Festum Sancti Jo-
hannis Baptiste prox' futur' (sicut pre-
dictum est) amercciant utrumq; eorum
separatim ad quinq; solid.

Item presentant B. J. viduam pro
succissione (Anglice felling) unius Ar-
boris (vocat' a Pollard Ash) crescent' su-
per vastum Domini Manerii prediati.
Ideo pdicta B. amercciat' per Ho-
magium pdictum ad sex solid' & odo
denar.

Item presentant qd quoddam Heriot-
tum est debitum Domino hujus Ma-
nerii

nerii super obitum R. J. Gen p quo-
ad Clauso Terre (vocat C.) pertinent
Cenemento Customar nuper predicti
R. J. defuncti jacent prope H. P.

Item C. J. & B. W. electi sunt ad Constabular.
hanc Cur per Juratores predictos in
Officium Constabular pro Anno se-
quend Et ipsi sunt jur ad exequend
Officium predicti.

Item C. D. & W. J. electi sunt ad Custodes Bos-
ci.
hanc Cur per Juratores predicti in Of-
ficium Custodum Bosci Dñi Manerii
predicti pro Anno sequend Et ipsi sunt
similiter jur ad exequend Officium
predicti.

Item H. J. & B. R. electi sunt ad Custodes Por-
corum.
hanc Curiam per Juratores predictos
in Officium Custodum Porcorum eund
per & trans, & depascend infra Cam-
pos hujus Manerii pro Anno sequend
Et ipsi sunt similiter jur ad exequend
Officium predicti.

Item L. J. electus est ad hanc Cu-
stator Cervise.
ciam p Juratores predictos in Offi-
cium Gustatoris Cervise pro Anno se-
quend Et ipse est similiter jur ad ex-
equend Officium predicti.

Item Juratores & Homagium p
dicunt super Sacramentum suum pre-
dictum Et presentant quod ex antiqua
con-

Communis
Finis.

consuetudine debetur Dño hujus Manerii pro Communi Fine 1 s. 6 d. ad hanc Cur' plac' & solut' per illos.

Modo de Curia Baronis.

CUM ad Curiam tenē pro Manerio p'dicto (talibus die Mense & Anno) R. J. Gen' admissus fuit Tenens ad unum Messuagium sive Tenementum Customar' cum pertinentiis jacent' & existent' prope H. D. Anacum Pomariis & Altiis adinde spectad' Ac etiam ad unam Parcelлам Terre Customar' jacent' & existent' super posteriorē partem (Anglice the Backside) ejusdem Messuagii continēd' per Estimationem unam acram Pecnon ad unam quandā aliam Parcelлам Terre Customar' & Heriotabil' (vocat' B.) continēd' per Estimationē tres acras. Prout per Rotulos Cur' Manerii p'dicta' plenius liquet & apparet. Cumque ad ultimam Curiam tenē p' Manerio p'dicto Compertum fuit & plenitatum per tunc Homagium ibidem qđ p'dictus R. J. mortuus erat & quod obierat scilicet de p'dictis Messuagio & Premissis Et quod R. J. fuit ejus filius & heres, & circa Etatem trium Annorum: Modo ad hanc Curiam venit p'dictus R. J. in propria persona sua. Et per S. J. Manerii

trem suam petit admitti Tenentem ad
predicta Messuagium & Premissa Cui
Dominus per Seneschallum suum pre-
dictum ad hanc Curiam concessit & libe-
rabit inde seisinam p virga Haben-
dum & Tenendum predicta Messuagium
& Premissa cum pertinentiis eidem
R. J. Heredibus & Aignatis suis
impetuum Tenend de Dño per vir-
gam ad voluntatem Dñi secundum con-
suetudinem Manerii per reddit & servic
inde prius debet & de jure consue Et
idem R. admissus est inde Tenens fe-
citq finem Dño p pmissis Sed fidelit-
as ejus respectuatur, quousq, &c.

Ac postea sedente Curia tam Custodia corporis ipsius R. J. Infantis, qua dispositio predicti Messuagii sive Tenementi & cetero pmissis Ac reddit & psequo inde concess & commiss fuerunt eidem S. (Matri prefat R.) quousq, &c. Et predicta S. admissa fuit Guardian ipsius R. superinde.

Mater Infan-
tis, admitti-
tur Guardian'
ejus.

Ad hanc Curiam venit W. S. & sol-
vit Dño p Fine p respectuatione sexte
W. H. Fratris ejus 24 s. p viginti &
quatuor annis ult elaps Et idem
W. S. agreebit solvere Dño 12 d. an-
nuatim p predicta Fine pro sexta respect'
per prefat W. H. Et quod predictus
W. H. comperuit in propria persona
sua & fecerit sextam & servicium sua Dño
huius Manerii pro Terris & Tene-
A 2 mentis

Finis sexte
respectuat'
solut'.

mentis que de eo tenuit ad aliquod tempus ante festum Sancti Michaelis Archangeli prior' futur' (si tunc superstes est & in plena vita extiterit.)

Sacrum' qd.
sectator est in
plena vita.

Et modo ad hanc Curia quidam M. f. dixit super Sacramentum suu corporale, qd in Mense Aprilis ult' pterit' p'dictus M. f. fuit in plena vita & bona valetudine (Anglice good Health) apud L. in Germania inferiori.

Maner'
de C.
cum
Membr'.

§. Curia Baronis A. B. Armigeri Domini Manerii p'ædicti ibidem tent' (talibus die Mense & Anno) coram G. W. Armigero Seneschallo ibidem.

Effon' Null' Null' Null' Null'.

C. G. }
G. T. }
W. J. }
C. T. }

Jur'

R. G. }
R. W. }
T. J. }

Jur'

B. R. }
C. T. }
K. J. }

Jur'

Defaltores.

In primis Homagiū p'ædictum p'æsentant & Amerciant omnes Tenentes Customar hujus Manerii qui fecerunt defalt Comparencie ad hanc Curia ad faciend' lea' & servicia sua ad viū per eoū quemlibet separatim.

Item

Item presentant & amerciant G. J. ^{Præsenta-}
 Molitorum pro successione & abscaria, ^{menta Offens-}
 tione unius Arboris & Communia ad ^{larum.}
 p̄judicium Dñi Manerii p̄dicti & ejus
 Tenen̄ ad quinq; solid̄.

Item presentant qđ S. R. nuper pre-
 sentat & amerciat fuit ad hanc Curiam
 pro incrochiatione super vastū Dñi
 Et quia non exposuit eadē hucusq;
 Ideo amerciant ipsū p̄ hac tali se-
 cunda Offensa ad quinq; solid̄.

Item presentant qđ A. C. Junior Obiit Tenen̄
 unus Customar Tenen̄ hujus Manerii ^{Customar'.}
 citra ultimam Curiam tenē pro
 Manerio p̄dicto obiit seisc̄ de quadam
 minori parcella Terre Customar &
 Heriotabil continen̄ per estimationē
 tres Rodas (sibe plus ūbe minus) ja-
 cen̄ apud Ribolum in B. S. Et qđ
 D. S. est ejus filia & pr' Heres.

Item presentant etiam qđ A. W. Simile.
 unus al Customar Tenens Manerii
 p̄dicti est similiter mortuus citra ulti-
 mam Curiam. Et qđ obiit seisc̄ de
 diversis Terris & Tenementis Custo-
 mariis tenē de hoc Manerio. Et qđ
 R. W. (frater ejus natu major) est
 ejus proximus Heres.

Item presentant qđ B. S. Gen̄ unus ^{Simile.}
 alius Tenens Customarius Manerii
 p̄dicti citra ultimam Curiam obiit
 A a 2 seisc̄us

seisitus de quodā Messuagio (vocat P.) & diversis Parcellis Terre Customarie & Heriotabilis Acetiam de duobus aliis Messuagiis sive Tenementis Customariis. Ac de diversis aliis Terris Customariis Et qđ B. S. ejus filius natus maximus (qui modo infra Etatem viginti & unius Anno existit) ejus Heres est. Et dicunt qđ ipsi ignorant qđ p̄f̄ae defuncta habuit aliqđ Animal vivens (Anglice quick Cattel) tempore mortis sue.

Sursumreddi-
tio per W. H.
ad usum Te-
ci, &c.

Item compertū est & p̄sentatū per Homagiū p̄dictum quod W. H. Gen̄ unus Customar Tenens hujus Manerii citra ultimā Curia & ante hanc Curia (scilicet talibus die Mense & Anno) sursumreddidit extra Curia in manus Dñi Manerii p̄dicti p̄ manus & acceptationē D. C. & R. G. duorum Customar Tenend̄ ejusdm̄ Manerii in p̄sentia S. J. Generosi stantis in loco Ballivi Dñi Manerii p̄dicti Totum illud ejus Messuagiū sive Tenementū & duas acras Terre Customar cum p̄tinentiis tenē de Manerio p̄dicto Et que modo sunt vel aliquando fuerunt vocat P. Ac totum illud Messuagiū sive Tenementum Customar & decem acras Terre Customarie & Heriotabilis in H. aliquando vocat H. H. Necnon totum illud aliud Customar Messuagiū sive Tenementū cum decem acris Terre Prati & Pasture

sture Heriotabil cum ptinentiis jace-
 cem versus quendam Montem (vocat
 W. Mill Hill) aliquando J. N. Ac-
 etiam totum illud Messuagium sive Te-
 nementum Customar & triginta acras
 Terre Prati & Pasture Heriotabil cum
 ptinentiis (vocat Knights) Omnia que
 quidam Messuagia sive Tenementa
 Terre Hereditamenta & Premissa sunt
 situate jacent & existunt infra Manerium
 predictum & tenentur de eodem Manerio
 Acetia omnia alia Customaria sua
 Terras Tenementa & Hereditamenta
 quecumque tenta de Manerio predicto ad
 Opus & Usu Testamenti & ultime vo-
 luntatis in scriptis ipsius W. H. &
 talium Personarum sive talis persone &
 eorum sive ejus Heredi quibus vel cui
 idem W. H. per talia Testamentum
 sive ultimam voluntatem sua debita-
 ret eadem.

Cum ad Curiam tene pro Manerio
 predicto sup vicesimum septimum diem
 Aprilis Anno, R. N. III. admissus
 fuit Tenens ad quoddam Cotagium &
 una acra Terre (vocat P.) Cumque ad
 hanc Curiam compitum existit & presen-
 tatum per Homagium ibidem Quod citra
 ultimam Curiam predictus R. III. mor-
 tuus est Et quod R. III. est ejus Fra-
 ter & proximus Heres Modo ad hanc
 Curiam in propria persona sua venit pre-
 fat R. IV. Et humiliter petiit se ad-
 mitti Tenentem ad Premissa Cui Do-

Præsentatio
 de Admissione
 A. W. & de
 obitu suo &
 de admissione
 prox' Here-
 dis.

minus p Seneschallum suum p̄dictū concessit & liberavit ei seisinā inde p virgam Habendū & Tenendū p̄dicta Cotagiū & unam acram Terre cum ptinentiis p̄fatis R. W. Heredibus & Assignatis suis de Domino per virgam ad voluntatem Dñi secundum consuetudinē Manerii p̄dicti per redditū & servicia inde prius debite & de jure consuet. Et idm R. admissus est inde Tenens Et solvit Dño p̄inde finem, &c.

Simile. De
admissione
p̄fatis. A. W.
ad alia Ten.
ra & de obitu
suo & quod
R. W. est ejus
Frater & He-
res, qui ad-
mittitur Et
sursus reddi-
dit G. P. qui
admissus.

Cum ad Curiam tenē pro Manerio p̄dicto quinto die Aprilis Anno Dñi, &c. supranominatus A. W. similiter admissus fuit Tenens ad unum Cotagiū & novem acras Terre (vocat H.) jacenē & existenē apud quendam Locum (vocat H. G.) Modo comper-
tum & p̄sentatum existit p Homagi-
um ad hanc Curiam qđ p̄dictus A. ci-
tra ultimam Curiam obiit sine Exit
de corpore suo Et qđ R. W. est ejus
frater & proximus Heres. Modo ad
hanc Curiam in propria p̄sona sua ve-
nit p̄dicta R. W. Et petit se admitti
Tenentem ad P̄missa ulē mentionat
Cui Dñus hujus Manerii p Senes-
challum suum p̄dictum ad hanc Cu-
riam concessit inde seisinam p virgam
Habendum & Tenendum p̄dicta Co-
tagium & novem acras Terre cum
ptinentiis ipsi eidm R. W. Heredibus
& Assignatis suis de Dño per virgam
ad

ad voluntatem Dñi secundum consue-
tudinē Manerii predicti per redditū &
servicia inde prius debet & de iure
consuet Et idm R. admissus fuit in-
de Tenens Et solvit Dño de fine p-
inde prout patet, &c. Ac postea & ad
hanc Curiam p̄dictus R. W. sursum-
reddidit in manus Dñi Manerii pre-
dicti p manus Seneschalli p̄dicti (stan-
tis in loco Ballivi Dñi predicti) To-
tum illud Cotagium & novem acras
Terre supramentionat cum ptinentiis
ad Opus & Usus S. P. de, &c. He-
redum & Assignatorū suorum. Et modo
ad hanc Curiam in propria psona sua
venit idm S. P. & humillime petit se
admitti Tenentē ad p̄missa predicta
sic ei ut p̄fertur ulē sursumreddidit
cum ptinentiis Cui Dñus p Senes-
challum suum p̄dicti ad hanc Curiam
concessit & liberabit Seisinam inde p
virgam habendum & Tenendum pre-
dicta Cotagium & omnia & singula a-
lia & cetera P̄missa cum suis & co-
cujuslibet ptinentiis p̄fat S. P. He-
redibus & Assignatis suis imppetuum
de Dño hujus Manerii per virgam,
ad voluntatem Dñi Manerii predicti
secundum consuetudinē Manerii illi-
us, p redditū & servicia inde prius de-
bit & de iure consuet Et idm S. sol-
vit Dño fin pro P̄missis prout pa-
tet, &c. fecitque proinde fidelitate
suam Et admissus est inde Tenens,
&c.

Simile de eo-
dem A. W.
conc'nen' al'
ten'ta.

Cum ad Curiam tenet p eodm Ma-
nerio decimo die Aprilis Anno Reg-
ni, &c. p'dictus A. W. admissus fuit
Tenens ad unum Cotagium Custo-
marium cum ptinentiis tenet de Ma-
nerio p'dicto modo ad hanc Curiam
comptum & p'sentatum existit p Ho-
magium ibid. Qd p'dict' A. W. obiit
citra ultimam Curiam inde seiscitus,
Et qd R. W. est ejus frater & pri-
mus Heres sup quo ad hanc Curiam
venit p'dictus R. in p'pria p'sona sua
Et petit se admitti inde Tenente Cui
Dñus Manerii p'dicti p Seneschallum
suum p'dictum ad hanc Curiam con-
cessit & liberabit inde seiscitum per vir-
gam Habendum & Tenendum p'dictum
Cotagium cum ptinentiis p'far R. W.
Hereditibus & Assignatis suis imper-
petuum, de Dño p virga ad volunta-
tem Dñi secundum consuetudinē Ma-
nerii p'dicti per reddit' & servicia inde
p'prie debet & de jure consue Et p're-
dict' R. solvit Dño de fine put patet,
&c. Et admissus est inde Tenens, &c.

Simile de eo-
dem conc'-
nen' alia.

Cumq; ad Curiam tenet pro hoc Ma-
nerio decimo sexto die Octobris An-
no Regni, &c. p'dict' A. W. admitt'
fuit Tenens ad unum Messuagium
sive Tenementum Customarium &
Heriotabile, simulcum Horreis Sta-
bulis Edificiis Domariis & Gardi-
nis adinde spectan cum pertinentiis
Et

Et ad
cidem
per e
minu
sunt
queni
nunci
ad h
tatur
qd p
riam
R. W
res
stensi
petit
Dñu
lum
cent
gam
Mess
p'dict
sture
nia
rins
cujus
Herc
petu
lunt
Man
cia
suet
nem
feci
inde

Et ad duas parcelas prati & pasture eidem Messuagio pertinentem continendum per estimationem tres acras (plus vel minus) Omnia que quidam Premissa sunt jacent & existunt ad vel prope quandam locum communiter cognitum sive nuncupat per nomen de H. H. Modum ad hanc Curiam compertum & presentatum existit per Homagium ibidem, quod prelati A. W. obiit citra ultimam Curiam de Premissis seiscitus Quodque R. W. est ejus frater & primus Heres Super quo venit predictus R. existens hic in Curia presentis Et humiliter petit se admitti abinde Tenentem Cui Dominus hujus Manerii per Seneschallum suum predictum ad hanc Curiam concessit & liberabit inde seisinam per virgam Habendum & Tenendum predictum Messuagium sive Tenementum simul cum predictis duabus Parcelis prati & pasture eidem Messuagio pertinentem & omnia & singula cetera Premissa superius ulc mentionat cum suis & eorum cujuscumque pertinentiis eidem R. W. Heredibus & Assignatis suis imperpetuum, de Domino per virgam, ad voluntatem Domini secundum consuetudinem Manerii predicti, per redditum & servitia inde prius debita & de jure consuevit Et predictus R. solvit Domino finem pro Premissis prout patet, &c. fecitque fidelitatem Et admissus est inde Tenens, &c.

Cum

Simile de
admissione
B. W. ac de
sursurreddi-
tione G. T.
ac de admis-
sione inde.

Cum ad Curiam tene pro Manerio
predicto vicesimo octavo die Octobris
Anno Domini Ec. B. W. admissus
fuit Tenens sibi & Heredibus suis ad
unum Messuagium sive Tenementum
cum pertinentiis situate in quodam
Vico communiter vocat C. G. Modo
ad hanc Curiam compertum & pre-
sentatum est per Homagium ibidem
quod predictus B. W. citra ultima
Curia videlicet vicesimo octavo die
Martii Anno Domini Ec. Sursurre-
reddidit in manus Domini per ma-
nus H. J. (stantis in loco Ballivi
Domini Manerii predicti) ac in pre-
sentia C. G. & B. R. duorum Custo-
mariorum Tenentium Manerii predicti
Totum illud suum Messuagium sive Tene-
mentum cum pertinentiis Ad opus &
usum G. T. Senioris Generosi Hec-
dum & Assignatorum suorum imperpetuum
Ac superinde & ad hanc Curiam venit
predictus G. T. in propria persona sua
& petit se admitti Tenentem adinde
Cui Dominus per Senechallum suum
predictum ad hanc Curiam concessit & li-
berabit inde seisinam per virgam ha-
bendum & Tenendum predictum Messua-
gium sive Tenementum cum pertinentiis
sive prefatus G. T. Heredibus & Assign-
natis suis imperpetuum de Domino
per virgam ad voluntatem Domini
secundum consuetudinem Manerii pre-
dicti Per redditus & servicia inde prius
debit

debit & de jure consuet Et idem G.
solvit Domino de fine proinde prout
patet &c. fecitq; fidelitatem, Et ad-
missus est inde Tenens &c.

Cum ad Curiam tene pro Manerio
predicto octavo die Maii Anno Reg-
ni, &c. A. E. admissus fuit Tenens
sibi & Heredibus suis ad tres Rodas
Prati jacenti juxta quendam Rivolum
(vocat le Brook) in quodam loco (vo-
cat Brookstreet) Et circum inclus (Ang-
lice inviron'd) cum Rivulo predicto &
cum quibusda terris (vocat le Vica-
ridge-Ground) Modo ad hanc Curiam
compertum & presentatum est per Ho-
magium ibidem qd citra ultimam Cu-
riam predictus A. obiit inde scisse, Et
quod eadem Premissa sunt Heriotabil
Quodq; D. E. est ejus filia & proxi-
ma Heres ac circa Etatem duor An-
noꝝ Super quo ad hanc Curiam venit
predict' D. E. per S. R. Attornatum
suum, Et petiit se admitti Tenentem
ad Premissa predicta cum pertinenciis
Cui Dñs per Seneschallum suum
predict' concessit & liberavit inde sei-
sinam virgam Habend & Tenend pre-
dict' tres Rodas prati cum pertinen-
tiis sibi ipsi prefat D. & Heredibus
suis de Domino per virgam, ad vo-
luntatem Domini secund consuetudi-
nem Manerii predicti per reddit &
servicia inde prius debite & de jure
consuet Et predict' D. solvit Dño de
Fine

Simile de
admissione
A. E. de obitu
ejus ac qd'
D. E. Infans
est ejus filia
&c. Heres
que per At-
torn' petiit ad-
mitti Et Cu-
stod' commit-
titur, &c.

Finē proinde prout patet &c. Et admissa est inde Tenens Et postea ad istā eandem Curia tā Custodi & Quābernatio ejusdem D. (que infra Statem existit) quam Dispositio predictorum accrarum prati cum pertinentiis concessis & commissis fuerunt D. & Matri dicte Infantis quousq; &c. Et predicta D. & C. Sed est admissa inde Tenens &c.

Simile de admissione A. P. & de obitu predicti A. longo tempore ante Et quod W. P. est ejus Filius &c. qui cum M. Ux' ejus admissi sunt.

Cumq; ad hanc Curiam compertū & presentatum existit per Homagium ibidem quod M. P. fuit admissus Tenens ad quoddā Cotagium & dimidium unius acre Terre customate jacenti & existenti super M. S. Et quod predictus M. obiit longo tempore ante hanc Curia Quodq; W. P. est ejus Filius & proximus Heres Modo ad hanc Curia veni predicta W. & M. Uxor ejus in propriis personis suis Et humilime petierunt de Domino se admitti Tenentes inde Habendum sibi prelat M. P. & M. Uxori ejus & Heredibus ipsius M. Quibus quidem W. & M. Dominus per Seneschallum suum predicta concessit & liberabit inde seisinam per virgam habendi & Tenendi predicta Cotagium & dimidium acre Terre cum pertinentiis eidem M. & M. Uxori ejus & Heredibus ipsius M. de Domino per virgam ad voluntatem Domini secundum consuetudinē Manerii pre

predicti per reddit & servie inde prius
debit & de jure consuet Et idem W.
solvit Domino pro fine prout patet
Et. fecitque fidelitatem suam Et
predicti W. & M. admissi sunt inde
Tenentes, &c.

Maner' de } ff. Curia Baronis specialis A. B.
S--- cum } Armigeri Domini Manerii
Membr'. } predicti ibidem tent' vicesi-
mo quarto die Februarii
Anno Regni &c. Annoq;
Dom' &c. coram C. D.
Armig' Seneschallo ibidem.

Homagium ibidem.

G. C. Gen' } T. C. }
T. G. } Jur' { & } Jur'
G. R. } T. D. }

Presentatio
de admissione
quorundam
pro vitis ip-
forum &
diutius vi-
ven' Ac de
fursumreddi-
tione ad aliam
Cur' Rever-
sionis ad usum
de admissione
Et de Cestui
que use qui &
fursumreddi-
dit ad usum
ult' volunta-
tis sue, &c.

Quam ad Curiam tent' pro hoc Ma-
nerio tertio die Octobris Anno
E. C. H. Clericus, & F. H. in Me-
dicinis Doctor & J. Uxor ejus ad-
missi fuerunt Tenentes ad unum
crostum Terre (continens per Esti-
mationem novem acras) jacent in
E. H. Ac ad unum illud Crostum
Terre (continens per estimationem
quatuor acras) vocat' P. Periotabil
Beron ad septem acras Terre (per
estimationem) jacent in H. (vocat' H.)
De

Heriotabil (Existed parcell undecim
 acrarum Terre ibid vocat R.) Ac
 tiam ad unū aliud Croftum Terra
 jacens prope V. S. continens per
 estimationē quatuor acras (vocat S.
 Heriotabil Habend & Tenend predicta
 Mesuagium & Premissa ad usum pre
 dictorū T. f. & J. ad Terminū vitae
 ipsorū T. f. & J. ac vite eorū alte
 rius diutius viden remanere inde
 Heredibus predicti T. Cumq; ad aliam
 Curiam tene pro hoc Manerio tricesimo
 die Septembris Anno Domini 1540
 predictus T. sursumreddidit in ma
 nus tunc Domini huius Manerii
 per manus tunc Seneschalli sui fe
 verston predicti Mesuag & omnium
 aliorū Premissorū immediate post de
 cessus ipsorū T. f. & J. Ad Usū S.
 tunc Uxoris ipsius T. & Assignatorū
 suorū durante vita sua Que quid S.
 inde admissa fuit Cumq; etiam ad
 aliam Curiam tene pro hoc Manerio
 octavo die Maii Anno Domini 1540
 predictus T. sursumreddidit eadem
 pmissa Ad Usū Testamenti & ul
 time voluntatis suorū in scriptis
 Prout in & per separalia Rotula eorū
 rundū Curiarū superius mentionat
 plenius liquet & apparet Modo ad
 hanc Curiam compertū & presentatū
 existit per Homagium ibid qd prefat
 T. H. citra ultimā & ante hanc Cu
 riam obiit Quodq; super ejus mortem
 acciderint tria Heriota debet Dominus
 hu

hujus
 p Ho
 J. o
 Et
 Hom
 ment
 scrip
 & sig
 decin
 Et.
 & P
 Ang
 Whe
 my C
 redit
 D. H
 such
 last
 sed,
 ral a
 Cop
 veral
 this
 limie
 Surre
 shall
 Wife
 ever
 the f
 to h
 Et
 ria
 Tes
 tem

hujus Manerii Compertum est etia
 p Homagiū pdia' qđ pdia' S. & F. &
 J. omnes obierunt ante predia' C.
 Et insuper compertum est per idem
 Homagium qđ predia' C. per Testa-
 mentū & ultimam voluntatem sua in
 scriptis (hic in Cur ppolae) sub manu
 & sigillo predia' C. gerend dat tertio:
 decimo die Augusti Anno Domini
 Ec. Dedit & legavit predia' Messuag
 & Premissa prout sequitur in hiis
 Anglicanis verbis sequen, videlicet,
 Whereas I have heretofore surrender'd all
 my Copyhold Lands, Tenements, and He-
 reditaments, lying within the Manors of
 D. H. and S. W. in the County of, &c. to
 such Uses, Intents, and Purposes, as by my
 last Will and Testament should be expres-
 sed, limited, and declared, as by the seve-
 ral and respective Surrenders thereof, and
 Copies of the Court-Rolls of the said se-
 veral Manors, may appear; Now I do, by
 this my last Will and Testament, express,
 limit, and declare, That the said several
 Surrenders of my said Copyhold Lands
 shall be to the Use and Behoof of my dear
 Wife E. H. her Heirs and Assigns, for
 ever. And my Mind and Will is, That
 she shall have the said Lands and Premisses
 to her, her Heirs and Assigns, for ever.
 Et eadem C. H. existens hic in Cu-
 ria presens (Et producens hic eadem
 Testamentum & ultimam volunta-
 tem ejusdem nuper viri sui ut pre-
 dictum

dictum est) petiit se admitti Tenen-
tem ad Messuagium & cetera pre-
missa predicta Cui Dominus Ma-
nerii predicti per Seneschallum suum
predictum ad hanc Curiam concessit
& liberabit inde seisinam per virgam
Habendum & Tenendum p̄dicta Mes-
suagium & cetera omnia & singula
Premissa cum pertinenciis prefat
E. H. Heredibus & Assignatis suis
imperpetuum de Domino per virgam
ad voluntatem Domini secundum
consuetudinem Manerii predicti per
reddite & servicia inde prius debite &
de jure consuet Et eadem E. H. sol-
vit Domino de Fine pro admissione
sua Premissis inde habendis triginta
& quinque libras Sterlingorum, Fe-
citque fidelitatem suam, Et admissa
est inde Tenens, &c.

Maner

Maner' de } ff. Curia Visus Franci Plegii,
S.W. cum } cum Curia Baronis A. B.
Membr'. } Armigeri Domini Manerii
predict' tent' Die Martis
tertiodecimo Die Aprilis
Anno Domini, &c. coram
W. G. Armigero Senef-
challo ibidem.

Effon' C. T. Miles, S. R. Gen. & G. J. Gen.

Juratores & Homagium ibidem.

C. G. Gen.	} Jur'	C. T.	} Jur'	A. R.	} Jur'
G. T. Gen.		R. G.		T. J.	
W. J. Gen.		D. T.		C. W.	
C. D.		W. R.		W. W.	
R. W.		G. P.		P. H.	

Imprimis presentant communem Presenta-
finem solvend' Domino Manerii menta Jura-
fore i s. 6 d. quem ipsi hic in Cur torum.
obtrulerunt.

Item presentant qd R. J. unus Prima Pro-
Customar Tenend' hujus Manerii ci- clamatio pro
tra ultimam Curiam obiit seistus Herede in
de uno Customar Cotagio & Pomario fore admiss'
situat' infra Manerium predict', Et ei.
quia nullus vend' adinde fore admit-
tend' Ideo prima Proclamatio facta
fuit &c.

B b

Ad

Sursumreddi-
ditio condi-
tionalis sol-
vendi 40 l.

Ad hanc Cur Homag presentant
quod R. N. unus Customar tenend hu-
jus Manerii citra ultimam Curiam
& ante hanc Curiam scilicet tertiode-
cimo die Aprilis Anno Domini mil-
limo sexcentesimo sexagesimo nono
sursumreddidit in manus Domini
Manerii predicti per manus W. D.
(loco Ballivi Domini in presentia
J. D. & J. C. duorum Customar te-
nen hujus Manerii id testan) secun-
dum consuetud Manerii predicti totu
illud Customar Messuagium sive tes-
tum cum Extradomibus Edificiis
Stratue Atriis Horreis Gardinis &
una acra terre Customar plus sive
minus cum omnibus & singulis suis
pertin eidem spectan prout sunt situat
jacent & existend prope East-Howegate
infra Manerium predictum modo in
tenura & occupatione R. J. sive Al-
sign suorum Ad Opus & Usus J. S.
de D. in Com Essex' Blacksmith Hered
& Assign suorum imperpetuum Proviso
semper & sub hanc Condition quod si
predictus R. N. Hered Executors Ad-
ministratores sive Assign sui solvant
seu solvi faciant prefat J. S. Execu-
toribus Administratoribus sive Al-
sign suis plena summa quadragint li-
brar & octo solidos bone & legalis
monet Anglie in vel super quartu
decim diem Octob proxime sequen
sursumreddition predicta ad Dom man-
tonalem

fonalem ipsius J. S. situat in D.
pdiā absque fraude sive ulteriori
dilone qđ tunc sursumredditio pre-
dicta foret vacua & nullius effectus
alio remaneret in plenis roboze & ef-
fectu.

Ad hanc Curie Homag present qđ
J. B. unus Customar teneū hujus
Manerii citra ultimā Curie & ante
hanc Curia scilicet tertiodecimo die
Aprilis Anno Domini millesimo sex-
centesimo sexagesimo nono sursumred-
didit in manus Domini Manerii per
manus W. D. (loco Ballivi Domini
ac in pſentia J. D. & R. A. duorū
Customar teneū hujus Manerii id
testan) secundu consuetud Manerii pre-
dicti Totū illud Customar Messuag
sive tenū coie vocat sive cogn per
nōen de Webbys cum omnib⁹ domibus
extradomibus horreīs stabulis atrijs
hortis gardinis & duobus Clausis
sive Croftis terre Customar continē
per estimationē quatuorū acz plus sive
minus Heriotabil cum suis & eorū
quibuscūq pertiū situat in S. idia
& modo in tenura C. D. sive Assign
suorū Ad opus & usum J. C. de R.
in Com Essex Hered & Assign suorū
imperpetuum Proviso semper quod si
pdiā J. C. Heredes Executors vel
Administratores sui solvant seu solvi-
fac pſat J. C. Executoribus Admi-
nistratozibus sive Assign suis plena

Sursumred-
ditio super al'
Condition'
solvendi.

summam nonaginta librarū nobem solidorum & duos denar bone & legalis monete Anglie in vel super quartū decimū diem Octobris proxime sequen sursumreditionē pdictā ad Domū manōnalem pdictā J. C. situae in R. pdictā quod tunc sursumreditione predicta foret vacua aliter remaneret in plenis roboze & effectu, &c.

Admissio
A. W. &
Uxor' in Tal-
lio ad Ten'ta
ei devisat'.

Ad hanc Cur' Homag' present' qd H. W. Gen nuper unus Customar Tenen hujus Manerii ac unus filio J. W. Senioris de M. in Com Essex' Armigeri & unus Nepotum A. W. Gen fratris dicti J. W. circa ultimā Curia & ante hanc Curia obiit scilicet de Diversis Customar Centis tent de Dño hujus Manerii per virgam ad voluntatem Domini secundū consuetudinē Manerii predicti Et quod pdictus H. W. ante obitū suū sursumreddidit omnia & singula tenita sua pdicta in manus Dñi Maner pdicti, Ad opus & usum testamenti & ult voluntatis sue Quā ante obitū suū scilicet primo die Septembris An Dñi millimo sexcentesimo sexagesimo quinto pdictus H. W. condidit testamentū & ult voluntatem suā in scriptis & per eandem voluntatem devisabit omnia tenita sua Customar in hiis Anglicanis verbis sequen, videlicet; Imprimis, I do hereby devise and bequeath unto A. W.

one

one of the Sons of the said *J. W.* the Elder, and one of my Brothers by *J.* the Wife and Relict of the said *J. W.* the Elder, All that my customary Messuage or Tenement, and two Acres of Land, with the Appurtenances holden of the Manor of *S.* in the County of *Essex*, which are, or sometimes were, called Painters: And also all that my other customary Tenement, and Ten Acres of Land, Meadow, and Pasture, with the Appurtenances lying towards *Wealdmill-hill*, sometimes *J. A.* holden of the said Manor of *S.* And also all that my customary Tenement, and Ten Acres of Land, lying in *Howgate*, sometimes called *Howgates*, held likewise of the said Manor of *S.* And also all that my customary Messuage or Tenement, and Thirty Acres of Land, Meadow, and Pasture, with the Appurtenances, called *Knights*, holden of the said Manor of *S.* And also all other my Copyhold and Freehold Lands, Tenements, and Hereditaments, whatsoever, situate, lying, and being, in the Parish of *S.* or elsewhere in the County of *Essex*. All which said Copyhold Lands, Tenements, and Hereditaments, with the Appurtenances, I have heretofore surrender'd in the Hands of the Lord of the Manor of *S.* aforesaid, to the Use of my last Will and Testament; to have and to hold all and singular the said customary Messuages, Lands, Tenements, Hereditaments. And also the said Freehold Lands, Tenements, and Hereditaments unto the said *A. W.* his Heirs

and Assigns for ever. Prout per testamentum p̄dictum in scriptis hic in Cur p̄olat plenius liquet Super quo p̄dictus A. p̄sens hic in Curia cum J. Urore ejus humilime pet quod ipse & Ux' ejus admittantur tenend ad separalia Customar tenementa p̄dicta cum pertinentiis sibi & Heredibus de corpore ipsius A. super corpus p̄dictae J. procreat & pro defectu talis erit remanere inde rectis Heredibus ipsius A. imperpetuum Quibus quidem A. & J. Dominus per Seneschallum concessit inde seisinam per virgam Habend & Tenend separalia tenēta p̄dicta cum pertinentiis p̄sentat A. & J. & Heredibus de corpore ipsius A. super corpus p̄dictae J. procreat Et pro defectu talis erit remanere inde rectis Heredibus ipsius A. imperpetuum per virgam ad voluntatem Domini secundum consuetudinem Manerii p̄dicti per reddit & servic inde prius debet & de jure consuetudinis Et dat Dñs de Fine, &c. admisi sunt inde tenend Et p̄dicta A. fecit fidel &c.

Amercia-
ments.

W. W. amerctat per Homag quia succidit quinque Alios in Mora de S. ad unum solid.

Quilibet Tenens hujus Manerii qui non comperuit ad hanc Cur amerctat est per Homag ad sex denar.

Maner'

Maner' de S. } ff. Curia Baronis W. S. Milite'
Domini Manerii predict'
ibidem tent' duodecimo die
Octob' Anno Regni, &c.
coram S. W. Gen' Depu-
tat' Seneschallo (pro hac
vice) J. S. Gen' Senes-
challi ibidem.

Efflon' ff. M. P. Arm' G. L. J. S. S. M. W. H.
quilibet eorum Effloniatur de Co'i Efflon'.

Homag' { T. G. Gen.
P. G. Gen.
J. A. Gen.
J. S. } Jur' { W. C.
J. W.
&
J. B. } Jur'.

Ad hanc Cur' Homag' present' qd' Obie' J. C.
J. C. nuper unus Customar' te-
nen' hujus Manerii qui tenuit sibi &
Heredit' suis de Domino per virgam
ad voluntatem Dñi secundum con-
suet' Manerii pdict' unum Messuagium
& quatuor' acras terre cum pertin'
Heriotabil' citra ultimam Cur' & ante
hanc Curiam obiit inde scit' unde ac-
cidit Dño unum Heriot' Ac qd' J. C.,
etatis quatuor' Annorum est ejus fi-
lius & prox' Veres qui licet primo
solempnit' exat' fuit ad comparand' in
Cur' admitti tenend' ad tenementa pre-
dicta

dicta cum pertinentiis non compe-
ruit, Ideo ejus prima default Recor-
datur &c.

Item Homag present quod ostium
de Howhatch (Anglice Howhatch-Gate)
reparari debet per Dñum hujus Ma-
nerii vel per ordinem ejus.

Item Homag present qđ quidam
Pons pedestris infra Porohers repa-
rari debet per Dominum hujus Ma-
nerii vel ordinem ejus.

3 Proclam'.

Ad hac Cur C. B. filius & He-
res C. B. nuper unus Customar te-
nen hujus Manerii tertio solemp-
nit exaa' fuit ad comparend in Cur
& admitti tenend ad tenementa cum
pertin de quibus predicta C. B. Pa-
ter ejus obiit seiscit & non comperuit
Ideo ejus tertia defaulta recordatur
Et precepte est Ballivo quod sei-
sire fac testa predicta cum pertin
in manus Domini ut Domino foris-
fact &c.

Default,
And Seisfure.

Maner'

Maner' } ff. Cur' Baronis W. S. Militis
de S. } Domini Regis servien' ad
legem ibidem tent' coram
J. S. Gen. Seneschallo ibi-
dem.

Effon' W. S. W. W. G. G. Quilibet eorum
Effon' de Communi Effon'.

A. B. Miles' M. P. Armig' R. S. Gen. S. B. Defaltores.
Gen' A. B. Gen. T. B. D. A. R. B. T. C.
A. W. Gen. W. H. D. C. T. D. F. C.
H. V. P. G. H. S. H. P. J. K. Quilibet
eorum quia non comperuit ad hanc Cu-
riam amerciat' est ad sex denar'.

Homagium { T. G. } { G. R. }
 { J. W. } { R. A. }
 { J. T. } { W. C. }
 { N. M. } { W. R. }
 { J. V. } { & }
 { J. C. } { T. A. } Jur' Jur'.

Obit' A. T.

Ad hanc Cur' Homag' p'sent' quod
A. T. nuper unus Customar Ce-
mend' hujus Manerii qui tenuit sibi &
Hereditibus suis de Dño hujus Mane-
rii und' Customar Messuag' sive teñ-
tum & quinque acras terre cum per-
tid' (vocat' Cleerlocks) citra ultimam
Curiam & ante hanc Curiam obiit
inde seiscit' Et qđ C. T. est ejus filius &

& primus Heres Qui presens hic in Cur. humillime pet de Domino admitti tenend ad ten pcedia cum pertid Cui Dominus per Seneschallum concessit & liberabit inde seisinam per virgam Habend & tenend tenta pcedia cum pertid pfac C. & Heredibus suis imperpetuum ad voluntatem Domini secundum consuetudinem Manerii pcedia per reddit & servic inde prius debie & de iure consuet Et dat Domino de fine &c. admitt est inde Tenens Et fec fidelitac &c.

Sursumreddicio ad usum cessi.

Ad hanc Cur R. P. unus Customar tenend hujus Manerii sursumreddidit in manus Dñi per manus & acceptatione Seneschalli Cur pcedia unum Messuagium & sex acras terre cum pertid situat in Coxtie Green in occupatione J. R. Ad opus & usum testamenti & ultime voluntatis sue in scriptis & talis persone & talium personarum & Hered suorum qual per pcedia Testament & ultimam voluntate suam forent limitat & appunctuat, &c.

Admissio J.C.

Ad hanc Curiam J. C. de P. in Com Essex, Yeoman, in propria persona sua ven & humillime pet de Dño admitti tenend ad unum Customar Messuagium sive tenementum cognie p nomen de W. & ad duo Clausa terre Customar cum ptiā continend p estimationem quatuor acras sive plus sive minus sibi

ibi nuper forisfact' Cui Dñus per
 Seneschallum concessit & liberabit in-
 de seisinam per virga habend' & te-
 nend' pñat J. C. Heredibus & Assign'
 suis imperpetuū per virga ad volunta-
 tem Dñi secundū consuetud' Manerii
 predict' per reddit' & servic' inde prius
 debie & de jure consue' Et dat Dño
 de fine, &c. admissus est inde tenens
 Et fec' fidelitat', &c.

Ad hanc Curia C. B. licet secundū Admissio vi-
 consuetud' Manerii predict' tertio so- due.
 lempnit' exat' ad comparand' in Cur'
 & admitti tenend' ad unū Customar'
 Messuagiū & sexdecim acras terre cū
 pertin' vocat' Wiggile non ven' sed de-
 fale fec' Ideo ejus tertia defalta super
 tertia Proclamation' Recordatur. Et
 super hoc ven' hic in Cur' M. H. vidua
 Et humillime pet' se admitti tenend'
 ad tenementa pñat' cum ptinenciis
 sibi forisfact' pro non solutione ducen-
 tarū & decem librarū legalis monete
 Anglie ad diem jam preterit. Cui
 Dñus p Seneschallum concessit & li-
 berabit inde seisinā per virgam ad
 voluntate Dñi secundū consuetudinē
 Manerii pñat' per reddit' & servic' in-
 de prius debie & de jure consue' Et
 dat Dño de fine, &c. admissus est
 inde tenens & fec' fidelitat', &c.

Ad hanc Curia R. A. unus Custos Sursum
 mariorū tenentiū hujus Manerii ei- tio ad us
 tra

tra ultimam Curiam & ante hanc Curiam scilicet vicesimo primo die Octobris ult' preterit' sursumreddidit in manus Dñi hujus Manerii p manus W. D. (loco Ballivi Dñi in presentia G. R. & J. D. duos) Customar tenend hujus Manerii id testand) secundū consue- Manerii pñiat Tot' illud Customar Messuag' sive testum & unam acram terre Customar situat & existend prope East Howgate, per Pilgrims Hatch, in tenura H. J. sive Assign suor' ad opus & usum J. S. de S. O. in Com' Essex, Blacksmith, Hered' & Assign suorum imperpetuum Super quo pñatus J. S. pñens hic in Cur' humillime pet' se admitti Tenend ad tenita pñata cum pertind Cui Dñus per Seneschallum concessit & liberabit inde seisinam per virgam Habend' & Tenend sibi Heredibus & Assign suis per virgam ad voluntate Dñi secundū consuetud' Manerii pñia' p reddit' & servit' inde prius debie & de jure consue' Et dat Dño de fine, &c. admittus inde tenens Et fec' fidelitae, &c.

Obitus.

Ad hanc Cur' Homag' pñent' quod J. C. vidua nuper una Customar tenend hujus Manerii citra ult' Curiam obiit Et qd' G. C. est ejus filius & proximus Heres.

Amere'.

Quilibet tenens hujus Manerii qui non comperuit ad hanc Curiam ad fac' sex' Cur' amerciatur per Homag' ad sex denar.

Maner'

Maner'
de S...

Homa

A.
vid' 6
hanc
peru
Cur
separM.
hanc
Ac i
quam
elaps
tem tAd
Sene
Sed
sumr

Maner' } ff. Curia Baronis W. S. Mil', &c.
de S.... } Domini Manerii prædicti ibidem
tent. die Lune vicesimo die Sep-
tembris Anno Regni, &c. coram
J. S. Seneschallo ibidem.

Esſon. Null. Null.

Homagium { P. G. } { J. A. }
 { W. C. } { R. W. }
 { J. S. } Jur' { J. T. } Jur'.
 { J. C. } { G. T. }
 { T. D. } { N. M. }

A. B. Miles, 6d. M. P. Arm 6d. Defakores.
A. C. M. vid 6d. T. A. 6d. C. H.
vid 6d. Quilibet eorū americiatur ad
hanc Curia p Homag quia non com-
peruit ad hanc Curia ad fac sextam
Cur ad sex denar prout patet sup eorū
separat Capitibus.

M. D. vid quia non comperuit ad Amercia-
hanc Curia ad faciend sextam Cur, ment.
Ac in faciend sextam Cur defecit per
quam plurimos Annos jam ultimos
elapsos americiatur per Homag ad de-
cem solidi.

Ad hanc Cur in aperta Cur coram Admissio.
Seneschallo & toto Homag veni T. G.
Seni Geni in ppria psona sua & sur-
sumreddidit in manus Dñi p manus
&

Et acceptatione Seneschalli Curie p[ro]dictae
 p[er] virga[m] omnes ill[as] parcelle Customarie
 terre Et p[ro]p[ri]ati vocat Woodward, conti-
 nent per estimationem quindecim acras
 plus sive minus cum pertin[entia] in Paro-
 chia de S. in Com[itu] Ess[ex]. Ad usum
 C. M. Ann[ui] p[ro] et duran[te] vita sua na-
 turali Et post ejus decessum ad usum
 M. Uxor[is] ejus p[ro] et duran[te] vita sua
 natural[is] Et post eor[um] decess[us] talibus
 usibus et talibus personis prout p[re]dicta
 C. M. per aliquod script[um] sive per ali-
 quod al[ia] voluntate et Testamen[tum] in
 scriptis sub ejus manu et sigillo decla-
 rabit sive constituet Et p[ro] defectu ta-
 liu[m] declarationis sive constitutionis
 Heredibus dicti C. M. imp[er]petuum
 Super quo p[re]dictus C. M. p[re]sens hic
 in Curia humillime petit de D[omi]no ad-
 mitti tenend[um] ad ten[entia] p[re]dicta cum p[er]tin[entia]
 p[er] term[inu]m vite sue secundu[m] forma[m] sursum
 reddidit p[re]dicta Remanere inde in forma
 p[re]dicta Cui D[omi]nus per Seneschallum
 concessit et liberabit inde seisinam p[er] vir-
 gam habend[um] et tenend[um] sibi et Aliis
 suis per virga[m] ad voluntate[m] D[omi]ni se-
 cundu[m] consue[tudine] Manerii p[re]dicti p[ro] ter-
 mino vite sue Remanere inde in for-
 ma p[re]dicta Et dat D[omi]no de Fine p[er] tali
 statu suo duran[te] termino vite sue, Et
 admissus est inde Tenens Et fecit fide-
 litat[em], Et. Remanere inde ut supra
 spectan[te], Et.

Ad hanc Cur. A. M. Sed unus Sursumred.
 Customar tenend hujus Manerii sur- ditio.
 sumreddidit in manus Dñi Manerii
 pdicti p manus & acceptatione Senes-
 challi pdicti per virga tot illud Cu-
 stomar Messuagium sive tenent & duas
 accras terre cum pertinē vocat Pain-
 ters, Et tot illud Customar Messua-
 gium sive tenent & decem accras terre
 prati sive pastue & duas accras terre
 cum ptinē jacent illius Weald Mill nup
 J. A. Acetiam tot illud Customar
 Messuagium sive tenent & decem accras
 terre cum pertinē jacent in Howgate
 nuper vocat Howgate Acetiam totū
 illud Customar Messuagium sive tenent
 ac viginti acr terre cum pertinē vocat
 Knights, Ad opus & usū ipsius A. M.
 pro & durand termino vite sue natural
 Et post ejus decessum remanere inde
 ad opus & usum ipsius J. A. &
 Assignu suoy pro & durand vita sua na-
 tural ac post ejus decessu remanere in-
 de rectis Heredi pdicti A. M. impe-
 tium Super quo pdictus A. presens
 hic in Curia Ac pdicta J. per predi-
 ctum A. Attorū suum humillime pe-
 tierunt de Dño reconcedere tenēta pre-
 dicta cum pertinē pfar A. & J. & As-
 signu suis secundum formā sursumred-
 ditionis pdicte Quibus quidam A.
 presenti hic in Curia ac J. p pdicta A.
 Attorū suum Dñus p Seneschallum
 concessit & liberabit inde seisinā p vir-
 gam

gam Habendū & tenendū tenementa p̄-
 dicta cum pertinentiis p̄fat. A. & Magnū
 suis p̄ & durandū vita sua naturali Ac
 post ejus decessū remanere inde p̄dicta
 J. & Magnū suis p̄o & durandū vita
 sua naturali Ac post ejus decessum
 remanere inde Heatis Heredibus p̄-
 dicta A. III. imp̄petuum Ad voluntate
 tem Dñi secundum consuetudinē Ma-
 nerii p̄dicti per redditū & servic̄ inde
 prius debet Et de jure consuet̄ Et
 p̄dicti A. & J. dant Dño de fine, &c.
 Et admissi sunt inde Tenendū Et p̄dictus
 A. fec̄ fidelitatem sed fidelitas p̄dictae J.
 respectuatur quousq̄, &c.

Admissio.

Ad hanc Cur̄ Homaḡ p̄sent q̄d E. C.
 unus Customar̄ tenendū hujus Manerii
 citra ultimā Curiam & ante hanc Cur-
 iam scilicet vicesimo sexto die Februar-
 ii Anno Dñi Millimo sexcentesimo
 sexagesimo nono sursumreddidit in
 manus Dñi per virgā per manus
 T. B. (loco Ballivi Dñi in p̄sentia
 T. Gene & G. G. duos Customar̄ te-
 nendū hujus Manerii id̄ testandū) secun-
 dum consuet̄ Manerii p̄dicti totum il-
 lud Customarium Messuagium suum
 vocat̄ Cleerlocks, cum omnibus extra-
 domibus Edificiis Horreis Stabulis
 Atriis Pomariis Gardinis Poste-
 rioribus (Anglice Backsides) & quinque
 acras terre plus sibe minus eidem
 spectandū cum omnibus & singulis aliis
 pertind̄ p̄out eadem sunt situat̄ jacent̄

Et existend in S. Et modo vel nup sunt
 in tenura sive occupatione R. T. sive
 Alignd suod Ad opus Et usum T. C.
 Hered Et Alignd suod imperpetuum
 Super quo pdictus T. C. plens hic in
 Curia humillime pet de Dño admitti
 tenend ad tentum pdictum cum pertind
 secundum formā Et effectum sursum=
 reddition pdictae Cui Dñus p Senes=
 challum concessit Et liberabit inde sei=
 snā per virgā Habend Et tenend sibi
 Heredibus Et Alignd suis imppetuum
 Ad voluntate Dñi secundum consuec
 Manerii pdicta per reddit Et servie
 inde prius debie Et de jure consuec
 Et dat Dño de Fine quindecim li=
 bras admissus est inde tenens Et fec
 fidelitat, &c.

Ad hanc Cur Homag present quod Admissio.
 G. R. unus Customar tenend hujus
 Manerii citra ult Cur Et ante hanc
 Curia scilicet decimo sexto die Junii
 Anno Regni Regis Caroli secundi 22.
 Annoq Dñi 1670. sursumreddidit in
 manus Dñi Manerii pdicti p manus
 Et acceptation P. G. Et J. C. duod
 Customar tenend hujus Manerii in
 plentia R. W. Ballibi Dñi Manerii
 Et secundum consuetudin Manerii pre=
 dicti Totum illud Crostum terre Cu=
 stomar Et Periotabil vocat Jordans,
 continend per estimation tres actas
 plus sive minus cum suis Et eo qui=
 buslibet pertind situat Et existend apud
 C c Cortie

Coxtie Green in Parochia de S. & modo in occupatione G. R. Assignato sive Assignato suo abutrand super benellam vocat Vere-Lane, ex oriente & super virid vocat Coxtie-Green, ex occidente Ad opus & usum R. M. Aud Vered & Assign suo imperpetuum secundum consuet Manerii predicti Super quo predictus R. p'sens hic in Curia humillime pet' de Dño admitti tenend ad testita predicta cum pertind Cui Dñus per Seneschallū concessit & liberabit inde seisinam per virgam Habend & tenend sibi Vered & Assign suis imperpetuum per virgam ad voluntate Dñi secundum consuet Manerii predicti Et dat Dño de fine quatuor libras admissus est inde tenens Et fec fidelitat, &c.

Sursumreddi-
tio ad usum
surCondition.

Ad hanc Cur Homagiū p'sent quod J. W. unus Customar tenend hujus Manerii citra ultra Cur & ante hanc Curiam scilicet septimo die Aprilis Anno Regni Dñi Caroli Secundi nunc Regis Anglie, &c. vicesimo secundo Annoq Dñi 1670. sursumreddidit in manus Dñi Manerii predicti per manus T. B. (loco Ballivi Dñi in p'sentia G. G. & G. R. duos customar tenend hujus Manerii id testan) l. cundū consuetudin Manerii predicti Totas septe pecias sive parcelle terre arabil pastue & Customar terre existend Periotabil continend per estimacionē

tionem viginti & septem acras plus sive minus vocat' sive cognit' per hec nomina sequenda videlicet, Barnecroft, Thistly-field, Lay field, Tory-field, Long field, & Fernecroft, modo in tenura sive occupatione J. W. sive Assignd suorum Ad opus & usum supranominat' C. B. Hered' & Assignd suos imperpetuum Proviso semper qd si pdictus J. W. Heredes Executores Administratores sive Assignd sui solvant seu solvi faciant' pzetat' C. B. Executoribus Administratores sive Assignd suis summam Cent' & duodecim librarum legalis monete Anglie modo & forma sequenda videlicet tres libras inde in vel super septimum diem Aprilis qui foret in Anno Dñi millimo sexcentesimo septuagesimo primo ac tres libras inde in vel super septimum diem Octobris extunc proxime sequenda Ac Centum & tres libras resid' inde in vel super octavum diem Aprilis qui foret in Anno Dñi Millimo sexcentesimo septuagesimo secundo ad tunc Domum mancionat' ipsius C. B. situat' in S. pzedicta' quod tunc sursumreddidit pdicta' foret vacua aliter remaneret in plenis roboze & effectu.

Ad hanc Curiam Homag' present' Similis. Sursumreddicio per duos.
qd J. C. & W. C. duo Customar tenen' hujus Manerii citra ultimam Curiam & ante hanc Cur' scilicet' septimo die Aprilis Anno Regni Do-

mini Caroli Secundi nunc Regis
 Angl, &c. vicesimo secundo Annoq
 Dñi 1670. sursumreddider in manus
 Dñi Manerii p virga p manus C.B.
 (in loco Ballivi Dñi in pñtia G.G.
 & B. R. duoz) customar tenend ipsius
 Manerii id testan) Tot' ill' duas pe-
 cias sive parcelle terre vel pasture con-
 tinen per estimation' decem & novem
 acras sive plus sive minus unde una
 pecia inde vocat per nomen de Home-
 field Ad opus & usum R. S. Hered' &
 Assign' suorum imperpetuū Proviso
 semper qd si predia J. C. & W. C.
 Heredes Executores Administratores
 sive Assign' sui solvant seu solvi faciant
 pñat' R. S. Heredibus Executoribus
 sive Assign' suis summam Centū & duo-
 decim librarū legalis monete Anglie,
 &c. modo & forma sequen videlicet
 tres libras inde super septimū diem
 Octobris tunc prime sequen tres li-
 bras super septimū diem Aprilis qui
 foret in Anno Dñi Millimo sexcente-
 simo septuagesimo & tres libras inde
 sup septimū diem Octobris extunc
 prime sequen. Ac Centū & tres li-
 bras residuū inde super octavū diem
 Aprilis qui foret in Anno Domini
 Millimo sexcentesimo septuagesimo
 secundo ad tunc Domū mancionat'
 ipsius R. situat' in S. qd tunc sur-
 sumredditio illa foret vacua alit' re-
 maneret in plenis robore & effectu.

Ad

Ad hanc Cur' Homag' present, quod Obiit J. W.
 J. W. nup Customar tenens hujus
 Manerii citra ultima Cur' & ante
 hanc Curia obiit seisit de viginci &
 septē acris terre cum pertin' unde
 pars inde est Heriotabil' Ac qđ J. W.
 est ejus Filius & primus Heres &
 etatis quindecim Anno qui licet pri-
 mo solempnit' exac' fuit p Proclam
 ad veniend' hic in Cur' & admitti te-
 nend' ad teñta p'dicta cum pertin' secun-
 dum consuet' hujus Cur' non ven' sed
 defale fec' Ideo prima Proclam & de-
 fale ejus recordatur, &c.

Maner' } ff. Curia Baronis W. S. Militis,
 de S--- } Domini Regis servien' ad Le-
 gem Domini Manerii predicti
 ibidem tent' die Veneris ter-
 tiodecimo die Januarii Anno
 Regni Domini, &c.

T.M. Arm' A.W. Gen' A.B. Gen' S. B. Gen' Defaltres.
 M.H. vid' D.A. J. W. J.B. R. W. W. H.
 D.C. Gen' J. P. Gen' H.V. Gen' Quilibet
 eor' amerciatur per Homagium quia non
 comperuit ad hanc Cur' ad sex denar.

Homagium { T. J.
 W. C. } Jur' { J. V.
 J. C. } { T. D.
 J. S. } { J. A. Gen' } Jur'.
 R. A. } { &
 T. B. }

Ad hanc Cur' J. W. Filius & He- Secunda Pro-
 res J. W. qui ante ultimam clam' J. W.
 C c 3 Cur

Cur obiit seisc' de viginti & septem
acris terre Customar cum pertin' (un-
de pars inde est Heriotabil) licet se-
cundo solempnit' exat' fuit p Proclam
ad veniend' hic in Cur & admitti Te-
nen ad tenita p'dicta cum ptin' secundu
consuet' hujus Manerii non ved' sed
defalt' fecit' Ideo secunda Proclam &
defalt' ejus recordantur, &c.

Prima Pro-
clam' Hered'
J. T.

Ad hanc Cur Homag' p'sent qd J. T.
nuper unus Customar tenend' hujus
Manerii qui tenuit de Dño sibi &
Heredibus suis ad voluntate Dñi se-
cundu consuetud' Manerii p'dicti und
Customar Messuag' & quatuor acras
terre cum ptin' citra ultra Cur & ante
hanc Cur obiit inde seisc' Wm' C. R.
Ar' J. R. & C. F. Iud sunt ejus
primi Hered' Qui quidm' Hered' licet
primo solempnit' exat' fuer' per Pro-
clam ad veniend' hic in Cur & admitti
tenend' ad tenita p'dict' cum ptin' secun-
dum consuet' hujus Manerii non ved'
sed defalt' fec' Ideo prima Proclam &
eorund' defalt' recordantur, &c.

Admissio J. S.

Ad hanc Cur Homag' p'sent quod
G. L. unus Customar tenend' hujus
Manerii citra ultimam Curia & ante
hanc Cur scilicet decimo tertio die
Octobris Anno Dñi Millesimo sexcen-
tesimo septuagesimo sursum reddidit in
manus Dñi per manus W. D. loco
Ballivi Dñi in p'sentia C. D. & J. A.
duoꝝ

duoꝝ Customar tenend Manerii p̄dicti totam illam quartam partem unius Messuagii sive tenēti & om̄i terrarū & alioꝝ pertind eidem spectand p̄ut eadem sunt situat̄ jacent̄ & existend in S. nup in tenura sive occupatione J. D. sive Almaḡi suoꝝ Ad opus & usum J. S. de S. in Com̄ Bedford, Yeoman, Hered̄ & Almaḡi suoꝝ imp̄petuū Qui quidam J. S. p̄sens hic in Cur humilime p̄t de Dño se admitti tenend ad tenēta p̄dicta cum p̄tind Cui Dñus per Seneschallū concessit & liberabit ei inde seisinā p̄ virgā Hend̄ & tenend sibi Hered̄ & Almaḡi suis Ad voluntatem Dñi secundū consuet̄ Manerii p̄dicti per reddit̄ & servit̄ inde prius deb̄it & de jure consuet̄ Et dat Dño de fine, &c. admissus est inde tenens Et fec̄ fidelitatem, &c.

Ad hanc Cur Homaḡ p̄sent quod citra ult̄ Cur & ante hanc Curia scilicet decimo nono die Octobris Anno Dñi Millimo sexcentesimo septuagesimo S. B. Gen̄ unus Customar tenend hujus Manerii sursumreddidit in manus Dñi Manerii p̄dicti p̄ manus & acceptationē C. J. Gence & R. W. duoꝝ Customar tenend Manerii p̄dicti p̄ manus & acceptationē C. J. Gen̄ & R. W. duoꝝ Customar tenend hujus Manerii in p̄sentia R. V. Gen̄ loco Ballivi Dñi secundū consuet̄ Manerii p̄dicti totū illud Customar

Sursumreddi-
tio Conditio-
nal' S. B.

Of Courts-Leet,

Messuag sive centum Heriotabile & sexdecim acras terre plus sive minus vocat Sabernes Acetiam una parcella terre continend tres acras terre & dimid unius acre terre Heriotabile parcella dicti centi vocat Sabernes, Ad opus & usum R. A. Hered & Aliis signi suo) imperpetuum Proviso semper & sub hac tamen conditione quod si p̄dictus S. B. Hered Executores Administratores sive Aliquis sui solvant seu solvi fac p̄fate R. A. Executoribus Administratoribus sive Aliquis suis Centum & tres libras legalis monete Angl Ad Domum mancionat H. U. situat infra Aldgate, London, sup vicesimum diem Aprilis prime future qd tunc sursumredditio p̄dicta foret vacua alit remaneret in pleno robore & vigore, &c.

Quilibet tenend hujus Manerii qui non comperuit ad hanc Curiam ad faciend sead Cur amerciatur per Regem magis ad sex denar, &c.

Maner

Maner
de S----

R. S. C.
Ger
D. A
quia
faci
tur

Homa

A
Her
tene
Cur
& se
pert
Et i
defa
reco
p̄di
Ho

Maner' } ff. Cur' Visus Franc-Pleg' cum Cur'
de S.... } Baronis W. S. Mil' Domini Re-
gis servien' ad legem tent' coram
J. S. Gen' Seneschallo ibidem.

Effon' Null' Null' Null'.

R. S. Gen. T. C. Gen. J. W. Gen. T. J. Defaltores.
Gen. A. W. Gen. W. H. Gen. M. H. vid.
D. A. R. B. Cleric. D. C. Quilibet eorum
quia non comperuit ad hanc Curiam ad
faciend' sectam Cur' separatim amercia-
tur per Homagium ad sex denar'.

Homagium { J. A. } { R. W. }
 { W. C. } { T. D. }
 { J. S. } { T. A. } Jur'
 { R. A. } { G. R. } Jur'
 { W. P. } { P. M. }
 { T. B. } { N. N. }

Ad hanc Curiam tertia Proclam Tertia Pro-
clamatio pro
faca fuit qd J. W. filius & J. W.
heres J. W. nuper unus Customar
tenen hujus Manerii veniret hic in
Curia & admitter Tenen ad viginti
& septem acras terre Customar cum
pertin unde pars inde est Heriotabil
Et pdictus J. W. heres non ven sed
defale fecit Ideo tertia ejus defale
recoardatur, &c. Sed quia T. B. Cui
pdiae viginti & septem acre terre in
Mortgagio poit sunt per pdictum
J. W.

J. W. Patrem in vita sua solvit
 Dño hujus Manerii Finem ei debet
 super obit pdicti J. W. patris seilicet
 pdictarū viginti & septem acrarū terre
 respectuatur quousq; pdictus J. W.
 filius defecerit in redemptione pre-
 dictarū viginti & septem acrarū terre
 & defecit in resolutione predicti finis
 prefat C. &c.

Admissio E.R. Ad hanc Curia post primā Procla-
 mac ad ult Curiam factā C. R. Uxor
 J. R. una filiarū & Hered J. C. nup
 unius Customar tenend hujus Maner-
 ri Qui tenuit sibi & Heredibus suis
 unū Messuagium & quatuor acras
 terre Customar Admissus est inde
 tenens ad pdictas quatuor acras terre
 Customar jacent prope Coxtie Green
 prime terre Magri Herringe, Que
 quidm quatuor acre terre in uita ip-
 sius J. C. allottat & divis fuer per
 eundm J. C. eidem C. Heredibus &
 Assign suis ad voluntatem Dñi se-
 cundm consuet Manerii pdicti Et dat
 Dño de fine, &c. admitt est inde te-
 nens sed fidelitas respectuatur quo-
 usque, &c.

**Admissio
 T. F.**

Ad hanc Cur post primā Proclam
 ad ultim Cur factam C. F. unus
 Hered C. C. videlicet filius & He-
 res C. F. & A. Uxoris ejus unius
 filiarum & Hered J. C. nuper unius
 Customar tenend hujus Manerii Qui
 tenuit

venit sibi & Heredibus suis unum
Messuag & quatuor acras terre Cu-
stomar jacent proprie Cortie Green
Quod quidem Messuag in vita ipsius
J. C. allottat & divis fuer per eund
J. C. eidem C. f. pro parte sua tenent
predictorum Habend & tenend eidem
C. f. Hered & Aliis suis ad vo-
luntatem Domini secundum consuet
Manerii pdicti Et dat Dño de fine
Ec. admissus est inde tenens sed fide-
litas respectuatur quousque Ec.

Postea ad hanc Curiam Dominus
Manerii per Seneschallum suum quia
predictus C. est infra etatem videlicet
etatis decem Annorum vel eo circit
commisit custodi tam corporis predicti
C. f. quam Messuag predicti C. f.
Patri ejusdem C. f. quousque ad
etatem quatuordecim Annorum per-
venerit Et deinde reddere compu-
tum, Ec.

Ad hanc Curiam S. B. unus Cu- Admissio
stomar tenend hujus Manerii sursum R. A.
reddidit in manus Domini per ma-
nus & acceptationem Seneschalli pre-
dicti totum illud Customar Messua-
gium sive tentum Heriotabil & sex-
decim acras terre sive plus sive minus
vocat S. Acciam unam parcelle terre
contined tres acras & dimid unius
acre & Heriotabil parcelle dicti tenti
vocat S. Ad opus & usum R. A.
Hered & Aliis suorum imperpe-
tuum

tuum Qui quidem R. A. presens hic in Curia humilime petit se admitti tenendū ad tēta predicta cum pertinentiā Cui Dominus per Seneschallum conceit & liberabit ei inde seisinam per virgam Habendū & tenendū tēta predicta cum pertinentiā eidem R. A. Heredē & Aliędū suis ad voluntatem Dñi secundum consuetudinem Manerii p̄dicti Et dat Domino de Fine &c. admissus est inde tenendū Et fecit fidelitatē, &c.

Postea seden Curia p̄dicta R. A. sursumreddidit in manus Domini per manus & acceptationem Seneschalli Curie predictae omnia & singula Customae tēta p̄dicta cum pertinentiā Ad opus & usum testamenti & ultime Voluntatis sue & talis persone sive talium personarum & talis status sive stae qual per tal testamentum sive ultimam voluntatem in scriptis forent limitat specificat sive appunctuat &c.

Sursumreddi-
cio J. S. ad
usum test'i.

Ad hanc Curiam J. S. unus Customar tenens hujus Manerii sursumreddidit in manus Dñi per manus & acceptationem Seneschalli Curie predictae quartam partem unius Messuagii & terrarum eidem spectandū cum pertinentiā Ad opus & usum Testamenti & ultime voluntatis sue & talis persone sive talium personarum & talis status sive stae qual per tal testamentum & ultimam voluntatem in scriptis forent limitat specificat sive appunctuat, &c.

Jur

Iur presentē quod E. C. unus In- Presenta-
tiones.
habitans huius Manerii arrabit cir-
ca tres vel quatuor rodas Communitie
de S. ad nocumēntē Dñi & tenentium
huius Manerii, Et idem E. pro isto
nocumento amerciatur per eosdem
Iur ad decem & octo denar solvend &
levand ad usum Domini huius Ma-
nerii &c.

Item Iur presentē qđ M. W. vid
una Inhabitand huius Manerii in-
cluserit unam parvam parcelle Commu-
nie de S. cum sepibus & fensur ad
nocumēntē Domini & tenentiū huius
Manerii, Et eadem M. W. pro isto
nocumento amerciatur per eosdem
Iur ad unum solidū ad solvend & le-
vand ad usum Dñi huius Mane-
rii, &c.

Item Iur presentē qđ J. M. ud
tenend huius Manerii amputabit &
loppabit decem arbores crescend in-
fra Comiam de S. que reservantur
pro estoveriis tenend huius Manerii
contra consuet Manerii predicti ad no-
cumen tenend Manerii predicti Et pro
hoc nocumento amerciatur per eosd
Iur ad duos solidū & sex denar sol-
vend & levand ad usum Dñi huius
Manerii &c.

Ad hanc Cur Iur ordinant quod
omnes clausur Communitie de S. que
ante hanc Curia inclus fuisseant fiant
aperte per inclusores ante festum
Sancti

Sancti Michaelis Archangeli prime
sequend aut in defectu inde quilibet eo-
rum qui defale fecerit americiatur per
Jur ad duodecim denar &c.

Item quilibet tenens sive Hestans
hujus Manerii qui non comperuit
ad hanc Cur ad faciend secta Cur
americiatur per Jur ad sex denar.

J. L. } Elesti & Jurat' sunt Constabular'
& } pro hoc Anno sequen'.
T. A. }

Maner' de } ff. Cur' Baronis W. S. Militis
S... } Domini Regis servien' ad
legem ibidem tent' coram
J. S. Generoso Seneschallo
ibidem &c.

Defaltores.

T. C. S. B. Gen. S. H. vid. A. B. S. W. R. B.
Cleric. J. A. A. W. R. A. R. W. W. H. F. C.
Quilibet eorum quia non comperuit ad
hanc Cur' ad faciend' sectam suam amer-
ciatur per Homagium ad sex denar'.

Homagium { J. M. } { J. C. Jun. }
 { P. G. } Jur' { J. A. & }
 { J. G. } { T. D. } { Jur'.

Sussumreddi-
rio W. C.

Ad hanc Curia W. C. in Com
Essex, Neoman, unus Customar
tenend hujus Manerii citra ultimam
Curia & ante hanc Curia scilicet se-
cundo

cundo die Novembꝛis Anno Regni
 Domini Caroli secundi nunc Regis
 Anglie &c. vicesimo tertio sursum red-
 didit in manns Domini Manerii
 predia per manus & acceptationem
 W. W. Gen in loco Vallibi Do-
 mini Manerii predia in presentia
 G. R. & T. B. duorum Customar te-
 ned Manerii pdia id testan secun-
 dum consue Manerii pdia omnes
 ille tres pecias sive parcel Customar
 terre vocat sive cognit per noen de
 Peeves-Lands contin per estimationem
 in toto novem acras plus sive mi-
 nus abuttan super alta via ducen
 a Cortie-Green versus Weald-Church
 ac sive abuttan super altam viam
 ducen a Cortie-Green predia versus
 Hozehatch Acetiam abuttan super
 terras J. S. (vocat Potriden) cum
 omnibus viis aquis proficuis com-
 moditat' advantagiis hereditament'
 & pertinu quibuscunq; eidem spectan
 sive pertinen prout eade sunt situae
 jacen & existen in S. predia & mo-
 do vel nuper in tenura sive occupa-
 tione J. C. alias C. filii predia
 W. sive Assignu suorum Ad opus &
 usum J. C. de P. in Parochia de P.
 predia in Com predia Hered & As-
 signu suorum imperpetuum, Ad volun-
 tatem Domini secundu consuet' Ma-
 nerii predia Super quo ad hanc
 Curia ven predia J. C. Et hu-
 milime pet' de Domino admitti tes-
 nen

nen ad tenita predicta cum pertin
secunda forma & effectū sursumreddi-
tionis predicta Cui Dominus per
Seneschallū concessit & liberavit inde
seisina per virgā habendū & tenendū
tenita predicta cum p̄fat' J. C. He-
red' & Assign' suis imperpetuum Ad
voluntatem Domini secundū consuet'
Manerii p̄dicta per reddit' & servic'
inde prius debet' Et de jure consuet'
Et dat' Domino de fine &c. admis-
sus est inde tenens fec' fidelitat' &c.

Sursumreddi-
tio J. C. ad
usum test'i.

Ad hanc Curiam Homagium pre-
sent' qđ J. C. de S. unus Customar
tenend' hujus Manerii citra ultimā
Curia & ante hanc Curia scilicet vi-
cesimo die Novembris Anno Domini
Millesimo sexcentesimo septuagesimo
primo sursumreddidit in manus Do-
mini per virgam per manus & ac-
ceptionem W. B. loco Ballivi Do-
mini in presentia J. A. & T. A. duo-
rum Customar tenend' hujus Manerii
id testand' secundū consuet' Manerii
predicti totū illud Customar Mes-
suag' sive tenitū cū pertin' (vocat'
Broman) & quatuor acras terre Custo-
mar eidem spectand' unū aliū campū
Customar (vocat' Homefield) continend'
septem acras plus sive minus unū
aliū agrū (vocat' Little-Almenes) con-
tinen' quatuor acras & unū aliū
agrū Customar (vocat' Great-Almenes)
continend' decem acras plus sive mi-
nus

nus Ad opus & usum testi & ultime voluntatis ipsius J. C. & tal person & personarum & tal status & statuum qual idem J. C. in & per eandem voluntatem nominabit & appunctuabit &c.

Ad hanc Curiam M. L. vid una ^{Sursumreddi-} Customae tenend hujus Manerii in ^{tio M. L. ad} aperta Curia sursumreddidit in ma- ^{usum testi.} nus Domini Manerii predict' per virgam per manus & acceptationem Seneschalli predicti unum Cotagium Customae cum pertin jaced prope Wealdmills, Ad opus & usum testam & ultime voluntatis ipsius M. & tal person & talium personarum & tal status & statuum qual idem M. in & per eundem voluntatem nominabit limitabit & appunctuabit &c.

Ad hanc Curiam W. C. & J. C. ^{Relaxatio S:} protuler hic in Cur quoddam scrip- ^{ad C. pro} te quietancie sive Relaxationis R. S. ^{120 l.} Executricis testam & ult voluntatis R. S. testificand receptionem summe Centum & viginti librarum legalis monete Anglie in plenam solutionem exonerationem & satisfactionem cujusdam Conditionis contene in quadam sursumreddite fac' septimo die Aprilis Anno Domini Millimo sexcentesimo septuagesimo Ideo iidem W. & J. sunt inde quieti &c.

Admissio
J. W.

Ad hanc Curiam J. W. filius & Heres J. W. humilime per se admitti tenend viginti & septem acras terre cum pertinē unde pars est Heriotabil que fuer poit in Mortgagio per predictum J. W. Patrem eius cuidam C. B. pro summa Centum librarum Que quidem Centum libe solue sunt prefat C. B. unacum fine viginti & quatuor librarum quas predictus C. antehac solvit Domino huius Manerii super mortem predicti J. W. prius Cui Dominus per Seneschallum concessit & liberabit inde seisinam per virgam Habendi predicta viginti & septem acras terre cum pertinē prefat J. W. filio Heredibus & Assigna suis imperpetuum ad voluntatem Domini secundum consuet Manerii predicti per reddit & servitū inde prius debite & de jure consuet Et dat Dño nihil pro fine Quia finis preantea solue fuit Domino per predicta C. B. Et admissus est inde tenens &c. Postea in eadem Curia predictus C. B. remisit & relaxavit pro se & Heredibus suis prefat J. W. & Hered suis totum jus titulum clameum & interesse sua de & in tenentis predictis cum pertinē &c.

Postea J. W. existend etatis sexdecim Annorum & non amplius Dominus ex assensu suo commisit Custod tam corporis quam terre predicta

A.

A. M. Marti ejus quousque perbe-
nerit ad etatem viginti & unius An-
noꝝ Et inde ad reddendū compm
Ec.

Ad hanc Curiam Homag presentē
quod E. M. vid una Customar tenen
huius Manerii citra ultimam Cu-
riam & ante hanc Curiam obiit seie
de uno Customar Cotaꝝ cum pertiñ
tene de Domino huius Manerii Et
quia null ven admitti tenen ad Co-
tagium prediaꝝ cum pertiñ Ideo pri-
ma Proclamatio fact fuit quod si null
ven admitti tenen ad Cotagium pre-
diaꝝ cum pertiñ quod tunc Dominus
Manerii prediaꝝ seiret Cotagium pre-
diaꝝ cum pertiñ in manus suas pro Obic' R. S.
prias pro defectu tenen Ec.

Ad hanc Curiam Homag presentē
quod R. S. nuper unus Customar
tenen huius Manerii citra ult. Cur
& ante hanc Curiam obiit seie de
uno Messuagio & quadragine acris
terre cum pertiñ Heriotabil unde ac-
cidit Domino tria Herioe Et super
hoc fiduciatores (Anglice the Trustees)
qui admissi fuer tenen ad teñta pre-
dicta cum pertiñ in fiducia pro prefat
R. primo vocat sunt ad faciendū fact
& servie sua secundum consuetudin
Manerii Ec. Et non comperuerunt
Ideo eozum prima defale recorda-
tur Ec.

Maner' de S. } ff. Curia Baronis W. S. Milit'
Domini Regis servien' ad
legem tent' coram J. S.
Gen' Seneschallo ibidem
primo die Octobris Anno
Regni Domini &c.

Effon' T. A. J. A. T. C. Gen. D. C. Gen.
N. W. Jun.

T. B. S. B. Gen. W. T. D. A. R. B. Gen.
J. A. R. A. Quilibet eorum quia non
comperuit ad hanc Curiam ad faciend'
sectam ad hanc Curiam amerciatur per
Homag' ad sex denar' prout super eorum
separal' Capitibus.

	W. C.		R. W.	
	J. C.		P. M.	
Homag'	J. S.	Jur'	N. M.	Jur'.
	J. M.		G. R.	
	J. B.		G. C.	

Sursumred' in
manus 2 Te-
nentium.

Ad hanc Curiam Homag' present
quod T. A. unus Customar te-
nen hujus Manerii citra ultim' Cur
& ante hanc Curiam scilicet vicesimo
sexto die Augusti ult' preterite sursum-
redd' in manus Domini hujus Ma-
nerii per manus T. B. (loco Ballii
Domini in presentia R. W. & G. R.
duorum Customar tenen hujus Ma-
nerii

nerit id testam) secundum consuetudinem Manerii
predicti totum illud Messuagium sive
tenentum (vocat Godwins) sive quocun-
que alio nomine sive nominibus idem vocat sive
cognomen existit una cum omnibus ex-
traditionibus edificiis structuris horreis
stabulis atriis hortis gardinis & vi-
ginti & quatuor aeris terre Customar
sive plus sive minus eidem spectant
sive pertinent prout eadem sunt si-
tuat jacent & existunt in Parochia de S.
& modo vel nuper in tenura sive oc-
cupatione G. C. sive Almagi suorum
Ad opus & usum P. G. Heredi & Al-
magi suorum imperpetuum Super quo
idem P. licet super primam Proclam
solempniter exactum fuit ad comparandum
in Curia & admittendum esse tenendum ad
tenentia predicta cum pertinentia non veni-
desertum fecit Ideo prima ejus desertum
recordatur, &c.

Cum ad Curiam Baronis tenent pro Ma-
nerio predicti hic scilicet die Lune
octavo die Januarii Anno Regni
dicti Domini Regis nunc vicesimo
tertio per Homagium presentem
fuit quod G. M. videlicet nuper una Cu-
stomar tenent hujus Manerii citra
ultimam Curiam & ante hanc Curiam obiit
scilicet de uno Customar Cotagio cum
pertinentia tenent de Domino hujus Ma-
nerii Et quia nullus veni-
desertum ad Cotagium predictum Ideo
ad tunc prima Proclam facta fuit quod
si nullus veni-
desertum ad Cota-
gium

Obiit E. M.

Infant.

Finis x. l.

Guardian.

Presentment
for cutting
Wood.

gium p̄dia' cum pertin' quod tunc Do-
minus p̄dia' sciret Cotagin' p̄dia'
cum pertin' in manus suas propt' pro
defectu tenend' &c. prout per Rotul'
istius Cur' plenius apparet. Modo
ad hanc Cur' ven' L. M. filius & He-
res p̄d' E. etatis decem & septem
Annorum vel eo circie & humilime
per se admitti tenend' ad Tenementa
p̄dia' modo exist' tria Cotagia jacent'
prope Weald-Church-Hard, cui Domi-
nus per Senescallum concessit & li-
berabit inde seisinā per virgā Ha-
bend' & tenend' sibi & Heredibus suis
ad voluntatem Domini secundum
consuet' Manerii p̄dia' Et dat Do-
mino de fine put patet in Margine
admissus est inde tenend' sed fidelit' re-
speauatur quosque, &c.

Postea Dominus seden' Cur' com-
misit Custod' terrarū & tenetoz p̄dia'
ex assensu ipsius L. cuida J. f. Gar-
diano ipsius L. quosque p̄dia' L. at-
ting' ad plenā etatē & deinde reddere
compue &c.

Homagin' present' quod T. H. unus
Customar tenend' hujus Manerii citra
ultimā Curia succidit separat' qualda'
quantitat' ligni videlicet viginti & unā
Carca' ligni crescent' super terras Cu-
stomar ipsius T. C. tenend' hujus Ma-
nerii per spaciu' quatuor' Anno' ex-
tunc proxime sequen' & easdē combue
extra Manerium p̄dia' contra con-
suet' hujus Manerii.

Qui

Quilibet tenend qui non comperuit
ad hanc Cur ad faciend sextam Cur
americiatur per Homag ad sex denar.

Americia-
ment.

Maner' } ff. Cur' Baronis W. S. Militis
de S. } Domini Regis servien' ad
legem ibidem tent' coram
J. S. Gen. Seneschallo ibi-
dem.

Homagium { J. B. } { N. M. }
 { P. M. } { & }
 { S. K. } { W. R. } Jur.

AD hanc Cur Homag p'sent quod
S. B. & C. Uxor ejus duo Cu- Sursumredd'.
stomar tenend hujus Manerii citra ult S.B. & Uxor'.
Cur & ante hanc Cur scilicet undeci-
mo die Novemb'is ult preterit ve-
ner coram J. S. Gen Seneschallo
Cur Manerii p'dict' apud Camera sua
in Chancery Lane, Lond (p'dict' C.
ad tunc & ibidem existend sola & secret
examinat p Seneschalli p'dict') & sur-
sumredd' in manus Domini Manerii
p'dict' per manus & acceptatione Se-
neschalli p'dict' totum illud Mesuagium
sive tentum Customar & Heriotabil
cum pertind vocat Putalls & septem
Crofta terre eidem spectad unde und
eorundem jacet opposit dicto Mesua-
gio

gio aliud vocat Barnecroft, alias
 Petfield, aliud Streetcroft, aliud
 Woodshot, & duo al' vocat Fullers
 continen' per estimationem in toto
 quadragint' acras plus sive minus si-
 tuat' infra Manerium pdia' & modo
 vel nuper in occupatione dia' S. &
 C. Amgn' sive Amgn' suo' Ad opus
 & usum E. L. vidue Hered' & Amgn'
 suo' imperpetuum Proviso semper
 quod si pdia' S. Hered. & Amgn' sui
 solvant seu solvi fac' eidem E. L. Exe-
 cutoribus Administratoribus sive Al-
 sign' suis Centum vigint' septem li-
 bras & quatuor solidos legalis mo-
 nete Anglie super duocetim' diem
 Novembris qui foret in Anno Domi-
 no Millimo' sexcentesimo septuagesimo
 tunc sursumredd' pdia' foret vacua
 alie remaneret in plen'is vi & vir-
 tute.

Tertia Pro-
 clamatio.

Ad hanc Cur' tertia Proclam' so-
 lempnit' facta fuit quod P. G. Cui
 E. D. antehac sursumredd' unum Me-
 suagium cum pertin' vocat Godwins
 & viginti & quatuor acras terre Cu-
 stomat' eidem pertin' prout patet per
 Rotul' Cur' hujus Manerii tent' hic
 primo die Octobris ult' preterit' ven-
 hic in Cur' admitti tenen' ad ten'ta
 pdia' cum pertin' sed ipse idem P.
 licet solempnit' exat' non comperuit
 ad hanc Cur' sed defalt' fec'. Ideo e-
 jus tertia defalt' recordatur Et super
 hoc

hoc p
 nerii q
 tid in
 pro de

Maner'
 de S....

Homa

H
 bi d.

W. I.
 Man
 Cur
 rum
 rum

A
 Dom
 hanc
 Ang
 cresc
 cent
 ipse

hoc preceptum est Ballio huius Manerii quod seiret tenita p̄dia cum per-
tin in manus Domini Manerii p̄dia
pro defectu tenend.

Maner' } ss. Curia Baronis W. S. Mil', &c.
de S.... } Domini Manerii prædicti ibidem
tent. pro manerio prædicto no-
no die Maii Anno Regni, &c.
coram W. B. Armigero, Sones-
challo ibid.

Homagium { T. G. } { R. W. }
 { J. S. } { J. T. }
 { W. C. } Jur' { H. C. }
 { G. R. } { R. T. }
 { J. C. } { H. P. }

Homagium present quod R. S.
Gen vi d. M. P. vi d. C. B. Gen
vi d. S. B. Gen vi d. A. B. S. U.
M. H. sunt Customar tenentes huius
Manerii & debent seā hic ad hanc
Cur & defalt feret Ideo quilibet eo-
rum in mia est prout patet super eo-
rum capita.

Defalt' tenen'
Customar'.

Ad hanc Cur presentatum est per
Homag quod post ultimā Cur & ante
hanc Cur W. S. illicite amputavit,
Anglice hath cropped, duos arbor
crescentes super Communiam sine li-
centia Domini Manerii p̄dia Ideo
ipse in mia est vi d. Quodq; L. A.
illicite

Mia' pro vast.
in boscis.

illicite amputabit duos arbores super Communiam Domini Manerii p̄dīc' Ideo ipse in misericordia vi d. Quodq; J. M. illicite amputabit diversas arbores super Communiam Ideo ipse in mia' vi d.

Obit' D. M.
vid.

Item quod D. M. vidua que tenuit de Dño hujus Manerii duo Cotagia sive teñta cum pertin' jacent prope Weald Church post ultimā Cur & ante hanc Cur obiit sic inde scita sed qui est ejus proximus Heres penitus ignorant Ideo ad hanc Cur prima Proclam' facta est quod proximus Heres p̄dīc' D. M. veniret hic in Cur ad capiend' p̄dīc' duo Mesuag' sive teñta cum pertin' que illi descend' post mortē p̄dīc' D. M. vid' sed nemo venit.

A. ad T. sursum redditio sub Conditione.

Et postea scilicet ad hanc Cur venit R. A. un' Customar' tenend' Manerii p̄dīc' in propria persona sua & in aperta Curia sursum reddo in manus Dñi Manerii p̄dīc' per virgā secundū consuet' Manerii p̄dīc' totū illud Mesuagiū sive teñtū Customar' vocat Broomans alias Cheerlocks, & quinq; acr' terre Customar' sive plus sive minus eide Mesuagio pertineñd' cum omnibus pertin' nunc in tenura p̄dīc' R. A. Ad opus & usū R. C. de R. Butcher, Heres & Assigni suoz imperpetuū Proviso semper & sub hac con-

condi
p̄dīc'
tores
Caus
Adm
plenā
libra
mone
videl
dos
proxi
tres
detim
Dñi
tū su
nulli
suis

Cu
Curi
duod
Dñi
cim
illud
voc
quin
suag
tiñ
But
perp
p̄dīc'
mñi
seu
entoz
ign

condicione sequen videlicet Quod si
 p̄dicta R. N. Executors Administra-
 tores sive Assigni sui solvant seu solvi
 Causarent prefat. A. T. Executoribus
 Administratoribus seu Assigni suis
 plena summa Centum viginti & septē
 librarū & quatuor solidi bone & legalis
 monete Anglie modo & forma sequen
 videlicet tres libras & duodecim soli-
 dos super decimum diem Novembrijs
 proxime sequen & Centū viginti &
 tres libras & duodecim solidi super
 decimum diem Maii qui foret Anno
 Dñi Millim sexcentē sexagē sexto quod
 tū sursumredditio p̄dicta vacua erit &
 nullius vigoris alioquin remaneat in
 suis pleno roboze & effectu.

Cum ad visum franc Pleg cū
 Curia Baron tenet pro Hanerio p̄dicta
 duodecimo die Aprilis, Anno Regni
 Dñi nōstr Regis Caroli Secundi de-
 cim sexto R. N. sursumredd. Totū
 illud Mesuagium sive tenentum Customar
 voc Broomans, alias Cheerlocks, &
 quinq; ac̄ terre Customar eide Mes-
 suagio pertinen cum omnibus per-
 tinē Ad opus & usū A. T. de R.
 Butcher, Hered & Assigni suoz im-
 perpetuum Sub condicione quod si
 p̄dicta R. N. Hered Executors Ad-
 ministratores & Assigni sui solvant
 seu solvi faciant prefat. A. T. Exe-
 cutoribus Administratoribus vel As-
 signi suis plena summa Centū viginti
 &

A. T. cogn'
 Satisfactio-
 nem super
 sursumredd.
 Conditional'.

Et trium libraꝝ Et undecim solidozum
 Et quatuor denarioꝝ super vicesimum
 quartum diem Aprilis qui foret in
 Anno Dñi Millimo sexcentē sexag.
 quintē Quod tunc sursumreddiꝝ p̄dia
 vacua erit aloquin remanere in suo
 pleno roboꝝ Et effectu Modo ad hanc
 Cū venit p̄dia. A. C. in p̄p̄ria per
 sona sua Et cognovit se recepisse ple
 nā satisfactionē secundū formā Et
 effectū sursumredditionē p̄dia

C. cogn' sa
 tisfaction' su
 per sursum
 redd' Condi
 tional.

Cum ad visum Franc' Pleg cum
 Curia Baron' tene p̄o Manerio p̄dia
 duodecim die Aprilis, Anno Regni
 Dñi nostri Regis Caroli Secundi de
 cimo sexto G. C. sursumreddo Totum
 illud jus titlum Et reversionē sua de
 Et in uno Customar' Meluag seu Tene
 mento Et decem acris terræ vocat
 Lamb's Cross, cum omnibus Horreis
 Stabulis Edificiis Gardinis Poma
 riis Et pertin' quibuscunq; ad inde
 spectan' Et p̄tin' nunc in tenura
 J. C. vid' Matris p̄dia G. quando
 accideret post mortē dicte J. Ad o
 pus Et usū H. P. de S. in Com. Adidō
 Weaber, Hered' Et Assign' suoz imper
 petuū Sub Conditione qđ si p̄dia
 G. C. Heredes Executores Admini
 stratores sive Assignati sui solvant seu
 solvi fac p̄far H. P. Execut' Administ' si
 ve Assign' suis plenā summā Centū Et
 quinquagintē libꝝaꝝ quatuordecē so
 lidoꝝ Et trium denarioꝝ modo Et for
 ma

ma pꝛout in illa conditione mentionat
 Qd̄ tunc sursumredds p̄dia' vacua erit
 alioquin remanere in suis plenīs ro-
 bore & virtute Et modo ad hanc Cu-
 riam venit R. C. per assensum & As-
 sign' p̄dia' H. P. & recepit satisfa-
 ctionem secundū formā & effect' sur-
 sumredditionis Conditional p̄dia' Et
 postea scilicet ad hanc Curiam venit
 p̄dia' G. C. in pꝛopia persona sua
 & in aperta Curia sursumreddidit in
 manus Domini Hanerii p̄dia' p̄ ma-
 nus Senescalli p̄dicti p̄ virgā secun-
 dum consuet' Hanerii p̄dia' Totū
 illud jus titulum statū interesse & re-
 versionem sua de & in uno Mesuagio
 seu tēto & decē acris terre vocat
 Lamb's Crofs, cum omnibus Horreis
 Stabulis Edificiis Hortis Pomariis
 & pertind quibuscunq; adinde spectand
 sive pertinenū nunc in tenura J. C.
 vidue Harris p̄dia' G. quando acci-
 derit post mortem dicte J. Ad opus
 & usū H. P. de S. in Com. Midd.
 Meaber, Hered' & Alia suoz imper-
 petud Proviso semper & sub hac Con-
 ditione sequen viz. qd̄ si p̄dia' G. C.
 Heredes Executors Administratores
 sive Assign' sui solvant seu solvi fa-
 ciant p̄fat H. P. Executoribus Ad-
 ministratozibus sive Assign' suis ple-
 nam summā Centū & sexagint' & no-
 vem librarū & quatuordecim solidorū
 & novē denar bone & legalis monete
 Anglie modo sequen videlicet octo li-
 bras

bras & duodecim solidos & sex denar'
inde super decimum diem Maii qui
fozet in Anno Domini Millimo' sex-
cent' sexag' sexto & octo libras duodec'
Solidi & sex denar' magis super decim'
diem Maii qui fozet in Anno Domini
Millimo' sexcentesimo sexagesimo sex-
timo & Centum & quinquagint. &
duas libras quatuordecim solidi &
quatuor denar' resid' inde super decim'
diem Maii qui fozet in Anno Domini
Millimo' sexcentesimo sexagesimo octa-
vo Quod tunc sursum redditio p'dict'
vacua erit & nullius vigoris alioquin
remaneret in suis plenis roboze &
effectu

C. ad H. &
Ux' ejus sur-
sum redditio
sub Condi-
tione.

Ad hanc Curiam compertum est per
Homag' Edm. C. tenens Customar'
hujus Manerii citra ultimam Curiam
& ante hanc Curiam scilicet tertio die
Aprilis Anno Domini Millimo' sex-
centesimo sexagesimo quinto sursum
redd' in manus Dñi Manerii p'dict'
per virga p' manus G. R. & J. C.
duoꝝ Customar' tenend' hujus Manerii
secundū consue't Manerii p'dicti ill'
duas pecias sive parcelle Customar'
terre unam vocat' Petfield, alteram
vocat' Long-piece, simul adjacēt' nunc
in Agricultura (Anglice Tillage) as-
buttan' super augusta venella (Ang-
lice a narrow Lane) ducent' ad Domum
M. R. contra le Park-Pale, Dñi Ma-
nerii p'dict' versus orientē & contra ter-
ram

ram M. H. Gen & M. C. Gen Hlus
 boreat Que premissa p̄dicta sunt par-
 cele Predii vocat Bromans nunc in te-
 nura M. C. vid cum omnibus & sin-
 gulis ptin Acetiam omnibus viis
 adinde ducent Ad opus & usum S. H.
 de C. in Com Essex, Yeoman, & M.
 Hr' ejus & Heredi suoꝝ imperpetuum
 Proviso semper & sub hac conditione
 sequen videlicet qđ si p̄dicta M. C.
 Heredi Executors Administratores
 sive Assigni sui solvant seu solvi fa-
 ciant p̄fat S. H. & M. Hr' ejus Exe-
 cutoribus Administratoribus sive As-
 signi suis apud vel in mantional do-
 mo dicti S. H. situat in C. p̄dicta sum-
 mam trigine solidos super tertium
 diem Octob' proxime sequen dat hu-
 jus Cur' & similem summam trigine
 solidos super tertium diem Aprilis
 qui foret in Anno Dñi Millesimo sex-
 centesimo sexagesimo sexto & similem
 sumam triginta solidos super ter-
 tium diem Octob' proxime sequen &
 similem summam trigine solidos sup ter-
 tium diem Aprilis qui foret in Annō
 Domini Millesimo sexcentesimo sexa-
 gesimo septimo Acetiam plenam sum-
 mam quinquagint librarū & trigine
 solidos super tertium diem Octobris
 tunc proxime sequen Qđ tunc sursum
 redditio p̄dicta erit vacua alioquin re-
 maneret in suis plenīs robore & vir-
 tute.

Ad

Licentia C.
ad succidend'
arbores.

Ad hanc Curiam compertum est per Homagiū qđ Dominus Manerii pđicti citra ulē Curiam & ante hanc Curiam scilicet quarto die Maii Anno Dñi Millimo sexcentesimo sexagesimo quinto concessit licentiam W. C. ad amputandū (Anglice to Lop) viginti & quatuor arbores Acetiam ad succidendū quatuor arbores vocat Dottards, illas abinde asportandū & vendendū Ita qđ pđict' W. protulit Licentiam pđictā ad proximū Cur irrotulandū.

Licenc' J.W.
ad succidend'
arbor'

Acetiam ad hanc Curiam compertum est Qđ Dominus Manerii pđicti concessit Licentiam J. W. citra ultimam Curiam & ante hanc Curiam scilicet decimo septimo die Decembris Anno Domini Millimo sexcentesimo sexagesimo quarto ad succidendū arbores in his Anglican verbis sequen.
" I do give License to J. W. one of my
" customary Tenents of my Mannor of
" S. to fell, fell, cut down, and carry a
" way, all the Timber and Trees that
" now are standing in two Hedge Rows in
" F. L. so as the Field be cleared at or before Michaelmas next after the Date of the
" said Licence, and also that the said Licence be brought to the next Court to be
" enrolled.

Ad

Ad hanc Curiam Homagium pdia'
ex assensu partium, viz. G. G. & R. M.
apportionaver redditus tere & tene-
ment tene de Manerio pdia' unde
R. R. nup fuit seistus modo & forma
sequen, viz. p uno Mesuagio sive te-
nemento cum Domib' Atriis Gardi-
nis & Pomariis cum pertind situae
apud Pilgrims-Hatch, jacent prope
Reg viam ducent a B. ad C. modo
R. M. ad quatuor solid & p octodecim
acris pasture & prati jacent etiam ppe
Pilgrims-Hatch, pdia' existen par-
celle de Pollards modo G. G. pdia' ad
11 s. 4 d.

Ad hanc Curia compertum est per
Homagiu qd R. R. tenens Customar
hujus Manerii citra ultimam Curia
& ante hanc Curia scilicet duodecimo
die Novembris Anno Dni Millesimo
sexcentesimo sexagesimo quarto sur-
sumreddidit in manus Dni Manerii
pdia' per manus E. W. Gen (in
loco Ballivi & in presentia T. G. &
C. D. duor Customar tenent Manerii
pdia' id testan) secundu consuetu-
dinem Manerii pdia' totum illud
Mesuag suum cum Domib', Horreis,
Hortis, Pomariis, Viis Communitis
proscuis & commoditat quibuscunq
dicto Mesuagio sive Tenement spectan
scu aliquo modo pertind cum singulis
pertind situae apud Pilgrims-Hatch,
jacens per Regiam viam ducens a B.

Admissio
N M. ex sur-
sumredd'
R. R.

E c

ad

ad C. existed parcell de Dollards,
nunc vel nuper in tenura R. J. Ad
opus & usum R. M. Hered & Aliqñ
suorū imperpetuū Qui quidem R. M.
plens hic in Cur humiliter petit se ad-
mitti tenendū ad pmissa p̄dicta cum per-
tinē secundum formam & effectum sur-
sumrestitutionis p̄dicta Cui Dñs Ma-
nerii p̄dicta per Seneschallum suum
p̄dicta concessit inde seisinam p virgam
Habendū & Tenendū sibi & Heredib⁹ suis
de Dño p virgam ad volūte Dñi se-
cundum consueṛ Manerii p̄dicta per
reddiṛ 7 s. servicia & consueṛ inde
prius debiṛ & de jure consueṛ. Et ad-
missus est inde tenens & dat Dño de
Fine quatuor libras & decem solidos
fecitq; Dño fidelitatem.

Admissio
N. M. & G.
Uxor⁹ ejus.

Et postea ad istam eandem Curiam
venit p̄dicta R. M. in propr⁹ persona
sua & in aperta Cur sursumreddidit
in manus Dñi Manerii p̄dicta p ma-
nus dicti Seneschalli p virgam p̄missa
p̄dicta cum pertinē. Ad opus & usum
p̄dicta R. & G. Uxor⁹ ejus & eorū diu-
tius viden & Hered⁹ ipsius R. imper-
petuum. Qui quidem R. & G. plens
hic in Cur humiliter petunt se admitti
tenendū ad pmissa p̄dicta cum pertinē.
Quibus Dñs Manerii p̄dicta per
Seneschallum suum p̄dicta concessit &
liberabit inde seisinam per virgam
Habendū & Tenendū p̄missa p̄dicta cum
pertinē p̄fate R. & G. & eorū diutius
vidend

habet & Hered ipsius R. imperpetuum
de Dño p virgam ad voluntatem Dñi
secundum consuet Manerii pdia' per
reddit servicia & consuet inde prius
debit & de jure consuet. Et dant Dño
de fine, &c. fec fidelitatem & admissi
sunt inde tenentes.

Ad hanc Curia compertum est per
Homagium quod R. R. unus tenen
Customar hujus Manerii citra ulti-
mam Curia & ante hanc Curia ex-
tra Curia sursumreddidit in manus
Dñi Manerii pdia' per manus R. W.
in loco Ballivi & in pñtia C. G. &
C. D. duoz Customar tenen Manerii
pdia' hoc testan secundum consuetud
Manerii pdia' omnes illas octodecim
acras suas pasture & prati sive plus
sive minus cum pertin jacent apud
vel prope Pilgrims-Hatch, existen
parcelle de Dollards, nunc vel nup in
tenura R. J. Ad opus & usum G. G.
Sen Hered & Align suoz imperpe-
tuum. Qui quidem G. pñsens hic in
Curia humiliter petit se admitti ad pñ-
missa predia' cum pertin. Cui Dñus
Manerii predia' p Seneschallum suu
predia' concessit inde scismam p virga
Hend & Tenen sibi & Heredib' suis
imperpetuum de Dño p virgam ad
voluntatem Dñi secundum consuetud
Manerii pdia' p reddit 11 s. 3 d. ser-
vic & consuetud inde prius debit & de
jure consuetud & dat Domino de fine
tredecim libras & decem solidos ad-

Admissio
G. G. ex sur-
sumreddit'
R. R.

missus est inde tenens fecitor Dño fidelitatem.

Sursumredd'
S. B.

Ad hanc Curiam veni S. B. Gen
unus Customar tenend hujus Manerii
qui tenuit sibi & Heredib' suis de cor-
poze suo legitime perea totum illud
Mesuagium sive tenement Customar &
Heriot cum pertin vocat Puthalls &
septem Crofta terre eidem pertin quo-
rum unum jacet ex opposit. Mesuag
predia aliud vocat Warnercroft, aliud
vocat Persfield aliud vocat Street-
croft, aliud vocat Woodshot, ac duo
alia vocat Fullers, continend per esti-
mationem viginti acras sive plus sive
minus. Pecnon quatuordecim acras
terre & prati vocat Milland. Pecnon
unam parcell prati continend per esti-
mationem quinq acras sive plus sive
minus vocat Great Meade; Pecnon
unum Croftum terre vocat Bening-
field, continend per estimationem qua-
tuor acras; Pecnon unum pratum
Heriotabil continend per estimationem
septem acras sive plus sive minus voc
Bonners-Meade, & un Croft terre
Heriot vocat Cockercroft, continend p
estimationem tres acras Pecnon duo
alia Crofta terre vocat Upper-bridge
Croft & Nether-bridge Croft, contin
per estimationem quatuor acras & di-
mid cum pertin sive plus sive minus.
Ac unum aliud Croftum terre vocat
Great Fullers, ac aliud vocat Little
Fullers,

fullers, continēd per estimationem
quinq; acras sive plus sive minus :
Necnon tres acras terre vocat floods
Croft, sive quocunq; alio nomine vel
nominibus pmissa p̄dicta seu aliqua
eorū parcelle vocantur sive cognoscun-
tur. Et in eadem Cur sursumreddi-
dit in manus Dñi Manerii p̄dicti p
manus Seneschalli sui p̄dicti omnia
& singula pmissa p̄dicta cum eorū p̄tiā.
Ad opus & usum f. S. & Heredum
suorū imperpetuum Qui quidem f. S.
presens hic in Curia humiliter petit se
admitti ad pmissa p̄dicta cum p̄tiā.
Cui Dñus Manerii p̄dicti per Senes-
challum p̄dicti concessit & liberavit in-
de seisinam p virgam Hend & Tenend
sibi & Heredib' suis de Dño p virgam
ad voluntatem Dñi secundum consue-
tud Manerii p̄dicti p reddit' servicia
& consuec inde prius debet & de jure
consuetud & dat Dño de fine, &c. ad-
missus est inde tenens fecitq; Dño fi-
delitāt.

Et postea sedente eadem Curia vñ Recuperatio.
D. S. Gend in prope persona sua &
in aperta Curia queritur versus p̄-
fate f. S. presens hic in Cur de placito
terre videlicet de uno Messuagio voc
Pothalls Necnon quadragine acris
terre viginti acris prati & triginta
acris pasture cum p̄tiā in S. infra
Iur huius Cur. Et fecit protestatio-
nem p̄sequi querelam suam in Cur

ista in forma & natura brevis Dñi Regis de ingressu sup disseisinam in le post ad communem legem secundum consuetud Manerii pdicti. Et inveniē Pleg ad prosequend querelam suam pdicta videlicet J. D. & R. R. Et per process inde ei fieri secundum consue Manerii pdicti vers p̄lat f. S. dirigend retoꝝd, &c. Et ei conceditur Et idem f. S. p̄sens hic in ista eadem Curia gratis comperuit ad placitum pdictum.

Et sup hoc pdicta D. J. in prope psona sua petit vers p̄lat f. S. tenementa pdicta cum pertin in S. pdicta infra Jurisdictionem hujus Curie ut Jus & Hereditatem suam secundum consuetud Manerii pdicti Et in quibus idem f. S. non habet ingressum nisi post disseisinam quam J. P. inde injuste & sine Iudicio p̄lat D. J. infra triginta Annos jam ulc elaps fecit Et unde dicit qđ ipsemet fuit seistus de tenementis pdictis cum ptin in Dominico suo ut de feodo & jure tempore pacis tempore Dñi nup Regis Caroli Primi, & Dñi Regis nunc capiend inde exple ad valenc, &c. Et in quibus, &c. Et inde produc sec tam, &c.

Et sup hoc pdicta f. S. in p̄p̄ persona sua venit & defend jus suum quando, &c. Et vocat inde ad Mare pdicta S. B. qui p̄sens hic in Curia gratis tenta p̄dicta cui pertin ei warrant. Et

Et sup hoc p̄dicta' D. J. petit ver-
sus p̄fata' S. B. tenend p Warr suam
teñta p̄dicta' cum pertin in forma
p̄dicta'. Et unde dic qđ ipsemet fuit
seisnit de teñtis p̄dicta' cum pertin
in Dominico suo ut de feodo & jure
ad voluntatē Domini secundum con-
suetud Manerii p̄dicta' tempore pacis
tempore Domini Regis Caroli Primi,
& Domini Regis nunc capiend inde
explez ad valenc, &c. Et in quib⁹, &c.
Et inde producit sextam, &c.

Et sup hoc p̄dicta' S. B. tenens p
Warr suam venit & defend⁹ jus suum
quando, &c. Et ulterius vocat inde
ad Warran J. C. qui tñt p̄sens est
hic in Curia propria persona sua. Et
gratis teñta p̄dicta' cum pertin ei
warrantizat.

Et sup hoc p̄dicta' D. J. per Alus
p̄fata' J. C. tenend p Warr suam te-
nemen⁹ p̄dicta' cum pertin in forma
p̄dicta'. Et unde dicit qđ ipsemet fuit
seisitus de teñtis p̄dicta' cum pertin
in Dominico suo ut de feodo & jure
ad voluntatem Dñi secundum consuet
Manerii p̄dicta' tempore pacis tem-
pore nup Dñi Regis Caroli Primi, &
Dñi Regis nunc capiend inde explez
ad valenc, &c. Et in quib⁹, &c. Et in-
de producit sextam, &c.

Et sup hoc p̄dicta' J. C. tenens p
Warr suam p̄dicta' in prope persona
sua venit hic in ista eadem Curia &
defend⁹ jus suum quando, &c. Et dicit

qd̄ p̄dia' J. P. non disseisibit p̄dia'
D. J. de tētis p̄dia' cum p̄rtin
p̄out idem D. J. per b̄ve & narra
tionem sua p̄dia' superius suppon.
Et de hoc pon̄ se sup̄ Homagium Cur
Manerii p̄dia'. Et p̄dia' D. J.
p̄t licē inde interloquendi hic usq̄
ad horam secundam post meridiem
ejusdem diei & ei conceditur, &c. ea
dem hora dat̄ est p̄d̄ J. C. hic, &c.

Et postea scilicet ad p̄dia' horam
secundam post meridiem ejusdem diei
idem D. J. revenit hic in Cur in pro
pria persona sua Et p̄dia' J. C.
licet solempnit̄ exaa' non revenit sed
in contēpt̄ Cur recessit & defale fecit.
Ideo secundum consuet̄ Manerii p̄
diai consideratum est p̄ Curia hic qd̄
p̄dia' D. J. recuperet seisinam suam
versus p̄fat̄ f. S. de tētis p̄dia'
cum p̄rtin̄ Hēd̄ & Tenend̄ eid̄ D. J.
& Hered̄ suis ad voluntatem Dñi se
cundum consuet̄ Manerii p̄d̄ quiet̄
de p̄d̄ f. S. & Heredib' suis imper
petuum. Et quod idem f. S. habeat
de terris p̄fat̄ S. B. ad valēc, &c.
infra, &c. Et qd̄ idem S. B. ulterius
habeat de terris p̄dia' J. C. ad va
lēc, &c. infra, &c. Et qd̄ idem J. C.
sit in misericordiā, &c. Et sup̄ hoc p̄d̄
D. J. petit p̄cept̄ Minist̄ro Cur
Manerii p̄d̄ dirigend̄ de habere fac̄
ei plenā seisinam de & in tētis p̄d̄
cum p̄tin̄ & ei conceditur retōznabile
hic indilate, &c.

Et

Et postea scilicet isto eodem die venit hic in Cur' minister Cur' p'edia', viz. T. S. Ballibus ibidem, & retor-
nae p'ceptum p'edia' sibi inde direct' in omnib' servitum & in forma juris
exceut videlicet qd ipse virtute p'cepti p'edia' isto eodem die habere fecit die
D. J. plenae seisinam de & in tentis p'edia' cum p'tin' sic recuperat' prout ei superius mand' fuit. Et sup hoc
modo ad istam eandem Curiam venit p'efat' D. J. in p'pria persona sua & humiliter petit se admitti ad p'remissa p'edia' cum p'tin' secundum formam & effectum recuperationis p'dia'. Et
Dñus Manerii p'dia' in plena executione recuperationis p'edia' & secundum consuetud' Manerii p'edia' p' Seneschallum suum p'edia' concessit ei inde seisinam p' virgam Hend' & Tenend' omnia & singula p'remissa p'edia' cum p'tin' p'fat' D. J. Heredib' & Aliis suis de Dño p' virgam ad voluntate Dñi secundum consuetud' Manerii p'dia' p' redditus servie & consuetud' inde p'ius debet & de jure consuetud' debitor' Dño de fine, &c. admissus est inde tenens fecitor' Dño fidelitatem.

Et postea scilicet ad eandem Curiam vener' p'dia' f. S. S. B. & J. C. in p'p'is personis suis & hic in aperta Cur' sursum reddidit p' virgam in manus Dñi Manerii p'edia' per manus Senes-

Seneschalli sui omnia & singula premissa predicta cum pertinentiis. Ad opus & usum dicti D. J. Heredit & Magni suorum imperpetuum. Et ulterius per se Heredit & Executoribus & Administratores suis & eorum quolibet separatim & respectu plene libere & absolute remittit relaxaverit & imppetu quiete clamaverit perat D. J. in plena & pacifica possessione & seisin sua existente Heredit & Magni suis totum jus statitulum interesse clam & demand sua quocumque; ipsorum perat f. S. S. B. & J. C. & eorum cujuslibet de in vel ad premissa predicta cum pertinentiis vel aliquam partem sive parcellam inde nec non omnes & omnimodum errorem & errores causam & causas erroris & errorum misprisiones defectus & erroneos processus quocumque; & qualitercumque; habit, commissi omisi permisi seu perpetrati in querel plit processu Iudicio & executione supra dicta vel eorum aliquo.

Admissio S.B.
& C.G.

Et postea predicta D. J. ad istam eundem Curiam venit in proprio persona sua & in aperta Curia sursumreddidit in manus Domini Manerii predicta per manus dicti Seneschalli per virgam secundum consuetudinem Manerii predicta omnia & singula premissa predicta cum pertinentiis sicut in forma predicta recuperat ad opus & usum S. B. predicti & C. G. quam dicta S. B. (Deo dante) duceret in Uxorem per
durant

durand vir eorū & alterius eorū diutius
 vivendū & Heredib⁹ de corpore dia' S.
 de corpore diae C. B. legitime percip-
 iendū & p defectu talis exitus remanere
 inde pcedi S. B. & Heredib⁹ suis im-
 perpetuum. Qui quidem dia' S. B.
 & C. B. pntes hic in Curia humiliter
 petunt se admitti ad pmissa pcedi cum
 pcedi secundum formam & effectum
 sursumrestitutionis pdia' quibus Do-
 minus Manerii pdia' p Seneschallū
 unum pdia' concessit & liberabit inde
 censuram per virgam vendi & tenendi
 S. B. & C. B. p & durand vita
 eorū & alterius eorū diutius vivendū &
 Heredib⁹ de corpore pdia' S. B. de
 corpore diae C. B. legitime percip-
 iendū & p defectu talis exitus remanere
 inde pdia' S. B. & Heredib⁹ suis im-
 perpetuum de Dño p virgam ad vo-
 luntatem Dñi secundum consuetū Ma-
 nerii pdia' per redditus servicia &
 consuetū inde prius debite & de jure
 consuetū & dant Dño de fine octoginta
 libras & admitti sunt inde tenentes
 feceruntq; Dño fidelitatem.

Et etiam ad hanc Curiam vendi S. B. Sursumrestitu-
 pdia' vendi qui tenuit sibi & Heredib⁹ tio S. B. ad
 suis de Dño huius Manerii p virgam usum alt' vo-
 ad voluntatem Dñi secundum consuetū lunt.
 Manerii pdia' unum Mesuagium sive
 Tenementū cum dimidio virgae terre
 Customar & Heriot necnon unū Crof-
 tum terre vocat Great Swaynes, con-
 tinen

tinend p estimationem quing; acras
terre ac etiam tresdecim acras terre
vocat Tingiis Customar & Herio
neon unam Hoppett continend unam
Hodam terre parcelle terre voc Scar
lets cum pertin neon unam parcelle
lam terre continend tres acras & di
midium sive plus sive minus parcelle
lam cujusdam tenementi vocat Sa
bernes, Customar & Herio cum pti
& sursumreddidit pmissa cum pti in
manus Dñi Manerii p dia' p manus
Seneschalli sui p dia' ad opus & usum
ultime voluntatis & testamenti sui in
scriptis.

Maner' } ff. Curia Baronis A. B. Mil' Do-
de S... } mini Manerii pred' ibidem tenet
pro Manerio predict' vicesimo
secundi die Januarii Anno Reg-
ni, &c. coram W. B. Armigero,
Seneschallo ibidem.

Homagium { T. G. }
 { H. L. } Jur' { J. C. }
 { R. W. } { P. G. }
 { T. D. } { & }
 { G. R. } Jur'

Nomina
Tenen'.

HOmagium p dia' sup sacrand suad
psent qd ff. S. Gen 6 d. M. P.
Gen 6 d. B. B. Gen 6 d. S. B. Gen
6 d. A. B. Gen 6 d. G. H. 6 d. A. B.
6 d. D. C. 6 d. L. M. 6 d. C. J. 6 d.
Gen H. A. 6 d. sunt Customar tenend
huius

huius Manerii & debent sextam hic ad
hanc Curiam & default fecer. Ideo qui-
libet eorum in mia est prout patet super
eorum Capita.

Item ad hanc Curiam presentat est p Mia' pro
homagium quod post ultimam Curiam & boscis.
ante hanc Curiam J. R. Amputabit
(Anglice hath lopped) duos arbores
cresecens super communiam Domini sine Al-
signatione Woodwardi. Ideo in mi-
sericordia est 3 s. 4 d. Et quod R. P. am-
putabit ut supra unam arbozem ideo
ipse in mia est 6 d.

Ad hanc Curiam compertum est per Obit A.R.
homagium quod A. R. videlicet Customar & prima Pro-
tenent huius Manerii post ultimam clam'.
Curiam & ante hanc Curiam obiit scilicet
de medietate duorum Mesuagiorum sive
Tenement & octodecim acras terre
eum pertinent sed quis est pater Heres
penitus ignorans Ideo ad hanc Curiam
prima Proclamata facta est quod. Heres
pater A. R. veniat hic in Curiam ad ca-
piendi premissa pater que illis descendit
post mortem pater A. R. sed nemo
venit.

Ad hanc Curiam secunda Proclamata
facta est quod proximus Heres A. M.
videlicet veniret hic in Curiam ad capiendi
duo Cotag sive Tenement que ei dis-
cendit post mortem pater A. M. sed nemo
venit.

Ac-

Admissio J. S.
ex Sursum-
redd' I. D.

Acetiam compere est p Homagium
p'dia' qd T. D. qui de Dño hujus Ma-
nerii tenuit sibi & Heredib' suis per
virgam ad voluntatem Dñi secundum
consuet' Manerii p'dia' un' Customae
tenementu' sive Cotaq' jacens super
Southweald Common prope Weald
sive mill in Parochia de S. Acetiam
unam parcelle terre eidem ptinend' mo-
do in tenura de T. W. post ultimam
Curia & ante hanc Curia scilicet pri-
mo die Augusti Anno Dñi Millesimo
sexcentesimo sexagesimo quinto sur-
sumreddit in manus Dñi Manerii
p'dia' per manus G. D. loco Ballivi
in p'sentia H. T. & G. R. duor' Custos-
mar' tenend' Manerii p'dia' id testand'
secundum consuetud' ejusdem Manerii
p'dia' Mesuag' sive tenement' cum om-
nib' domib' edificiis atriis hortis
gardinis pomariis Acetiam p'dia'
parcellam terre continend' p estimatio-
nem unam ac'r sive plus sive minus
cum omnib' & singulis pertin'. Ad
opus & usum J. S. de G. in Com
Essex' & Hered' & Assign' suor' imper-
petuum Qui quidem J. S. p'sens hic
in Cur' humiliter petit se admitti Cui
Dñus Manerii p'dia' p Seneschallu'
suum p'diaum concessit inde seina'm p
virgam secundum consuetud' Manerii
p'dia' Hend' & Tenend' omnia & singula
p'missa p'dia' p'lat J. S. Hered' & As-
sign' suis imperpetuū p redditus ser-
vicia

vicia & consuet' inde prius debet & de
jure consuet'. Et admissus est inde te-
nens & dat Dño de fine septem libras
fecitq; Dño fidelitae.

Ad hanc Curiam compertum est R. A. ad S. K.
per Homagium pdict' qđ R. A. unus Sursumredd'
Customar tenend hujus Manerii citra Conditional'.
ul' Curiam & ante hanc Curiam sci-
licet nono die Maii extra Cur sursum-
reddidit in manus Dñi Manerii pre-
dict' per manus G. D. in loco Balli-
vi & in presentia T. G. & G. R. duo-
rum Customar tenend Manerii pdicti
id testand secundum consuetud' Maner'
pdicti totum illud Customar Mesuag'
sive tenement' vocat Brewers sive quo-
cumq; alio nomine cognoscitur cum
omnibus Pomariis Gardinis domi-
bus edificiis & tres acras Customar'
terre eidem spectand situat & existend in
S. in Com' Essex' modo in occupatione
T. R. & R. A. pdict' simul cum un' ac'
Customar' Cotag' sive tenemento cum
ptin' modo in occupatione T. A. Ad
opus & usum S. R. de D. in Com'
predict' & Hered' suor' imperpetuum
Proviso semper & sub hac conditione
sequend quod si pdict' R. A. Heredes,
Executores, Administratores sive Al-
ligd sui solvant seu solvi causarent
prefat' S. R. Executoribus, Admini-
stratoribus sive Alijnd suis plenam
summam Centum, & viginti & sep-
tem librarum & quatuor solidis bone &
legalis

legalis monete Angl in vel super
decimum quartum diem Aprilis qu
foret in Anno Dñi Millesimo sexcent
simo sexagesimo sexto in vel apud
mancionalem Dom pdict' S. R. situ
at in D. pdict' tunc sursum reddit' p
dict' erit vacua alioquin remanere in
plem roboze & virtute.

*Maner' } ff. Curia Baronis A. B. Militis,
de S.... }* Domini Manerii predicti ibid'
Tent' decimo sexto die Febru-
arii Anno Regni Domini no-
stri, &c. coram W. B. Arm'
Seneschallo ibidem.

Homagium { H L. Gen' } Jur' { G.R. }
 { J. S. } { J. T. }
 { W. C. } & Jur'
 { R. A. } { P.G. }

Default tenon

Ad hanc Curiam Homag' p'dia' p're-
sent sup' sacrum suum qd' s't. S.
Gen 6 d. T. C. Gen M. P. Gen
S. B. Gen A. B. Gen S. W. Gen
G. A. Gen R. B. A. W. Gen J. W.
A. W. Gen J. W. Jun & f. C. Gen
sunt tenend' Dñi Manerii p'edia'. Et
debent sextam hic ad hanc Curiam &
fecer' Defalt'. Ideo quilibet eor' in
mia' est' p'out patet super eorum ca-
pita.

Obit' A. R.
& secunda
Proclam'.

Ad hanc Curiam secunda Proclamatio facta est quod proximus Heres A. R. vidue modo defuna' veniret hic in Curiam ad capiendū meditat' duorum Mesuagiorum sive tenement' & octodecim acrar' terre cum pertin' que ei discend' p mortem dicte A. R. sed nemo venit.

Admissio
E. M. vid.

Cum ad Curiam tenement' p Marnerio p'dictio nono die Maii Anno Dni Millimo sexcentesimo sexagesimo sexto compertum fuit per Homagium p'dict' quod D. M. (nuper vidua & Relicta R. M.) obiit scilicet p termino vite sue de duob' Cotaq sive tenement' cum pertin' jacent' prope Ecclesiam de S. que quidem Cotaq p'dicta cum pertin' antea quando p'fata R. M. vixit fuerunt tantum unum Mesuagium sive tenement' vocat' Brooms, sed tui tenement' p'dicta cum pertin' discend' penitus ignoraber' Modo ad hanc Curiam venit J. S. & dat Homag' intelligi qd tenement' p'dicta cum pertin' discend' E. M. vidue & Relicta E. M. Gen' put p Rotul' Cur' Maner p'dicta de vicesimo primo die Aprilis & Anno decimo sexto Caroli nuper Regis Anglie, &c. patet. Et in eadem Curia venit p'fat' E. M. p'dictum J. S. Attorn' suum & humiliter per admitti ad tenementa p'dicta cum pertin' Cui Dñus p Senescallum suum concessit & deliberabit inde p p'dicta J. S. Attorn' suum scisinam p virgam hend' & Tenend' tenement'

ment p̄dicta' cum pertinē p̄fecta' E. M. Hereditib' & Assign' suis imperpetuum de Dño p virgam ad voluntatem Dñi secundum consuetudē Manerii p̄dicta' p redditū serbitia & consue' inde prius debet & de jure consuetud' & dat Dño de fine p̄out patet Et admīssus est tenens per p̄dicta' J. S. Attozū suū fidelitas ejus tamen respectuatur.

C. ad P. fut-
sumredd' sub
Conditione.

Ad hanc Curiam compertum est p Homag' p̄dicta' qd J. C. unus Customar tenens hujus Manerii citra ultimam Curiam & ante hanc Curiam scilicet decimo quarto die februarii Ann' Reg Dñi Caroli Sec Reg Ang &c. decimo octavo Anno Dño 1665. extra Cur sursumredd' in manus Dñi Manerii p̄dicti p virgam p manus H. V. & A. B. duorum Customar tenent hujus Manerii id testand' secund' consue' Manerii p̄dicti totum illud Mesuagium sive tenement vocat Webb's cum omnib' Edificiis Stabulis Atriis Pomariis Gardinis & pertinē quibuscunq' adinde spectand' sive pertinē Alletiam duas pecias sive parcelle terre cont' p estimationem quatuor acras sive plus sive minus abutand' sup terr' G. H. vocat Hasulls ex parte boreal. & sup terr' A. W. Gen ex parte orientat' & sup terr' E. C. ex parte occidentat' cum omnib' & singulis pertinē adinde spectand' modo in tenura sive occupatione dia' J. C. Ad opus & usum J. P. in Paroch' de P. in Com Essex' Clerici Hereditib' & Assign' sign

ligd suis imperpetuum sub condi-
tione tamen quod si pdictus J. C. Here-
des Executores Administratores sive
Mgnd sui solvant seu solvi faciant pfac
J. P. Executozib' Administratozib'
sive Mgnd suis plenam summam sex-
decim libz et sexdecim solidoz bone
& legalis monete Anglie modo & for-
sequen' videlicet novem solidos inde
sup decimum quartum diem Augusti
prime sequen' die hujus Sur acetiam
novem solidis magis inde sup decimum
quartum diem Februarii qui foret An-
Dni 1666. Acetiam novem solidos
magis inde super decimum quintum
diem Augusti tunc proxime sequen'
Acetiam quindecim libras & novem
solidos remaner inde super decimum
sextum diem Februarii qui foret An-
Dni 1667. apud mancionalem Dom-
m. P. vidue sive in p. pdicta Quod
tunc sursumreddidit pdicta erit vacua
alioquin remaneat in suis plen' robore
& virtute.

Ad hanc Curiam compertum est p
Homagium qd J. C. unus Customar'
tenen' hujus Manerii citra ultimam
Curiam & ante hanc Cur' scilicet tri-
cesimo die Januarii An- Dni Mil-
lesimo sexcent' sexages' quinto ex' Cur'
sursumreddidit per virg in manus Dni
Manerii pdicta per manus T. B. loco
Ballivi & in p'sentia R. W. & A. B.
duoz Customar' tenen' hujus Manerii

Admissio
T. W. ex
sursumredd'
J. C.

id testan^d secundum consuet^m Manerii
 p^rdia^r totas illas quinq^q pecias sive
 parcelle Customar^e terre cum parbo
 bosco adinde contigue adjacen^d conti-
 nen^d p^r estimation^m sex acras sive plus
 sive minus abuttan^d sup^r Communiam
 de S. ex parte boreali Acetiam super
 Cotagium & Pomar^e A. B. p^redia^r ex
 parte australi Acetiam super terram
 R. W. p^redi & J. R. ex parte orientalⁱ
 Acetiam super terr^e A. W. Gen^r ex
 parte occidentali Cum omnibus & sin-
 gulis pertin^d modo in tenura sive oc-
 cupatione dia^r R. W. Ad opus & us^u
 C. W. Filii dia^r R. W. Heredi & Assign^d
 suorum imperpetuum Sub conditio-
 ne in hiis Anglicanis verbis sequen^d.
 That if the said T. W. his Executors, Ad-
 ministrators or Assigns, do and shall well
 and truly satisfy, content and pay, or cause
 to be satisfied, contented and paid out of
 the said Lands, unto his Sister and Bro-
 thers Threescore Pounds of good and law-
 ful Money of *England* (that is to say) To
 S. W. J. W. and R. W. Twenty Pounds a-
 piece, when they shall accomplish their se-
 veral Ages of One and twenty Years; which
 said Sum or Sums of Money were Legacies
 given, willed and bequeathed unto them the
 said S. J. and R. by the last Will and Te-
 stament of their Grandfather T. B. late of S.
 aforesaid, Carpenter, deceased. And if it
 shall happen the said T. W. his Executors
 or Assigns, refuse paying of the said Lega-
 cies or Sums of Money unto his said Sister
 and

and Brothers, above the space of One Month next over or after they shall accomplish their said several Ages of One and twenty Years, upon demand thereof, at, or in the Church Porch of the Parish-Church of S. aforesaid, That then, and from thenceforth, and at all Times after, it shall and may be lawful to and for the said S. J. and R. or either of them, to enter upon the Lands for her and their Parts, without the Lett, Suit, Trouble, Interruption, Molestation or Disturbance of the said T. W. his Executors, Administrators or Assigns, or of any other Person or Persons whatsoever. Cui quidem T. W. present hic in Curia Dominus Manerii predicti per Benescallum suum predictum in eadem Curia conceit seisinam per virgam vendi & tenendi eidem T. & Heredibus suis secundum formam & effectum sursumredemptionis superius mencionat de Domino per virgam Ad voluntatem Domini secundum consuetudinem Manerii predicti per reddit. servitia & consuetudinem inde prius debite & de jure consuevit deditque Domino de fine per manus R. W. ejus patris duodecim libras & admissus est inde tenens modo & forma supradicta sed fidelitas ejus respectuatur quosque, &c. Et postea in ista eadem Curia Dominus Manerii predicti ad humilem petitionem dicti R. W. concessit eidem Rado custodiam tam corporis quam terre dicti T. W. vendi & tenendi custodiam

diam prædicta' eidem Rado' pro & du-
 ran' minori etate præfat' C. W. de
 Domino p virgam ad voluntatem
 Domini secundum consuetud' Manerii
 prædicta' p reddit' servic' & consuetud' in-
 de prius debet & de jure consuetud' de-
 ditq; Domino de fine pro Custod' præ-
 dicta' prout patet in Capite & admis-
 sus est ad eandem modo & forma su-
 prædicta'.

Maner' de ff Visus Franc. Pleg' cum Curia
S. . } Baronis A. B. Mil' Domi-
 ni Manerii prædict' ibidem
 tent' &c. coram W. S. Ar'
 Senescallo ibidem.

Jurat' pro { G.G. Gen' }
 Rege { T. G. } Jur' { G. R. }
 { J. S. } { J. T. }
 { H. L. } { R. W. } Jur'
 { W. C. }

Homagium { J. S. }
 { N. M. } Jur' { J. W. }
 { R. S. } { H. R. }
 { F. S. } { R. R. } Jur'
 { J. L. }

Communis
 Finis xviii d.

Quidem Juratores Jurat' &
 Coner ac super sacro suu dicunt
 qd dant Dño de Comuni fine xviii d.
 Et qd R. S. Ar vi d. N. W. Gen
 vi d. S. B. Gen vi d. W. P. Gen.
 vi

vi d. C. III. Gen vi d. W. I. vi d.
sunt tenentes hujus Manerii & de-
bent sextam hic ad hanc Cur & fecer
defalt Ideo quilibet eorum in mia
prouit patet super eo? Capita.

Ad hanc Tetam pſentat est p Ho-
magium qđ D. H. inclufit (Anglice
enclosed) & arabit partem vasti Do-
mini hujus Manerii vocat. a Lane,
ducent a Bothals ad Communiam
de Upmaste Ideo in mia est r s.

Mia' pro in-
cluf. & aran-
do Vastium.

Ad hanc Curiam tertia Proclam
facta qđ est proxim Heres A. R. vidue
defuncta veniret hic in Cur admitti ad
medietatem duorū Meluagiorum sive
tenementū & octodecim acrar terre cum
pertinē que ei descendit per mortem
dicta A. R. sed nemo venit Ideo pre-
cept est C. S. Ballivo Manerii pdicta
seisiri face premissa pđ in manus Do-
mini Manerii pzed.

Tertia Pro-
clam' post
mortem A.R.
& forisfact.

Cum ad Cur tene pro hoc Manerio
220. die Januarii Anno, &c. com-
pertum fuit per Homagium qđ R. A.
unus Customar tene hujus Mane-
rii extra Curiam videlicet nono die
Maii Anno &c. sursumreddidit in
manus Domini per manus G. D. in
loco Ballivi & in presentia C. G.
& G. R. duorum Customar tēntium
Manerii pzed secundū consuetud Ma-
nerii

Sursumred-
ditio Condi-
tional. A pro
beneficio S.

nerii præd totum illud Customar Mesuag sive tene nene vocat Brewers, sive quocunq; alio nomine cognoscit et omnibus Pomariis Gardinis Domibus & pertin Acetiam tres acras Customar terre eidem Mesuagio spectand modo in occupatione J. R. & R. N. præd simul Ac uñ aliud Customar Cotaq; sive tentum cum pertinet modo in occupatione A. N. Ad opus & usum S. R. de D. in Com Essex. vid & Heredum suorum imperpetuum sub Conditione qd si prædicti R. N. solveret præfate S. R. plenam summam Centum viginti & septem librarum & quatuor solidis super decimum quartum diem Aprilis qui foret An Ec. qd tunc sursumreddit præd erit vacua alioquin remanere in suis plenis roboze & virtute modo ad hanc Curiam venit J. N. de D. præd per assensum & Assignmentem præd S. R. & cognovit plenam satisfactionem secundum formam & effectum sursumreddi Conditionalis prædicti Et postea ad hanc Curiam venit R. N. præd in ppe persona sua & in aperta Cur sursumreddi in manus Domini per manus Senescalli sui præd omnia & singula premissa prædicta cum pertinet ad opus & usum J. N. præd & C. N. de Mag Burshead in Com Essex prædicti heredes. & assignum suorum imperpetuum sub conditione tamen qd si prædictus R. Heredes Executores Administratores

vel

vel Assignati sui solberent seu solvi
causarent predicti J. A. E. C. A.
Executoribus vel Administratoribus
suis plena summa Centum & sex libra-
rum bone & legalis monete Anglie
in vel super decimum octavum diem A-
prilis qui foret Anno Domini Millesimo
tercentesimo sexagesimo septimo pro usu & beneficio
S. M. predicti quod tunc sursumredditio
predicta erit vacua & nullius vigoris a-
liquin remanet in plenis roboribus &
effectu.

Ad hanc Curiam Juris presentem quod H. L.
Gen. citra ultimam Curiam & ante hanc
Curiam effodit (Anglice digged) parcelle
Domini terre super Pastum Ideo ipse in
misericordia est vi d. Quod J. S.
illicite amputabit arbores super
Comitia sine licentia Domini Manerii
predicti Ideo ipse in misericordia est
vi d.

Cum ad Curiam Baronum Domini Manerii predicti tene die Martis decimo nono die Maii ulte preterite compertum fuit per Homagium quod S. J. und Custum Tenent Manerii predicti citra tunc ultimam Curiam ac ante istam Curiam scilicet undecimo die Februarii tunc ulte preterite sursumreddidit in manus Domini Manerii predicti per manus & acceptationem C. W. Sed ad tunc Senescalli ibidem secundum consuetudinem Manerii predicti totum illud Customum Mesuagium sive Centum cum extra Domibus

Admissio T.
H. ex sursum-
redditione
S. J. in cons'
Maritagii.

bus Horreis Stabulis Plateis A-
reis Pomariis Hortis Terris Pratis
Pasturis & Apurtinenciis quibus-
cunq; eisdem tinen^d continen^d p^r estima-
tione nob^e acras sive plus sive mi-
nus tunc vel nup in tenura sive occu-
patione R. D. aut Assignato^r suo^r
ad opus & usu^m C. H. Iud de S. in
Com^o predicta^r Roman, Heredu^m & As-
signato^r suo^r Et quia nullus venit
ad ista Curia sursum capere premissa
predicta Ideo prima Proclamatio fa-
cta fuit, Ec. Modo ad hanc Curia ve-
nit predictus C. H. Iud^r Et humili-
ter petit de Dominis Manerii predicta^r
se admitti Tene^d ad Tenementa &
premissa predicta cum pertinentiis
Cui Domini Manerii predicta^r per
Senescallu^m suum concesserunt & libe-
raverunt inde Seisinu^m per virga^m ha-
bendi & tenendi eidem C. H. Iud^r He-
redibus & Assignatis suis secundu^m for-
ma^m & effectum sursumre^rditionis pre-
dicta^r de Donis p^r virgam ad volun-
tat^e Domino^r secundu^m consuetudi-
ne^m Manerii predicti p^r reddit^e consue-
tudines & servitia inde prius debite
& de jure consuet^e Ec. deditq; Donis
de fine prout patet, Ec. & admissus
est inde Tenens fecitq; Dominis fide-
litatem, Ec.

Et

Et postea ad ista cande Cur' ac se- Admissio T.
 dente Curia predicta' C. H. Jun' in H. & S. ex'
 consideratione Maritagii habend' in- ejus.
 ter ipsu predicta' C. H. & S. H. de Pa-
 rochia de S. in Com' Essex' Spinster,
 ac octoginta librar' eidem C. H. sol-
 vend' in Maritagio cum predicta S. H.
 sursumreddidit in manus Domino
 Manerii predicti p manus & accepta-
 tionem M. C. Senescalli ibide secun-
 dum consuetudinem Manerii predicti
 Cencienta & premissa predicta cum
 pertinentiis ea intentione qd Dñi
 Manerii predicti reconcedere digna-
 rent premissa pred' ad opus & usum
 ipsius C. H. & S. H. designate Ur'
 ejus pro & durante Termino vitarum
 eorum & vite eorum dictius viben-
 tis & post eor' decessum ad usum He-
 redum de corpore predictae S. p dictum
 C. legitim' procreand' Et p defect' talis
 eritus ad usum rect' Heredu predicti
 C. imperpetuum Subject' tamen &
 sub Conditionem pro solutione sue
 quadragint librar' legalis monete
 Anglie, tali plone seu talibus plonis
 cui vel quibus predicta S. ante vel
 post Maritagiū inter eos solemniz-
 and' p aliquod Scriptum sub manu
 & sigillo predicta' S. Testatum p tres
 vel plures credibiles testes declarat
 imitaret vel appunctuaret solvend'
 infra spacium unius Anni post decel-
 sum ipsius C. H. & vite S. designate
 Ur'

Uxoris ejus & non ante & pro defectu
 talis solutionis ad usum talis perso-
 ne sive personarum cui vel quibus pre-
 dicta S. H. p aliquod tale Scriptum
 dirigeret vel appunctuabit usque predicta
 summa quadraginta librarum cum les-
 gali Interesse soluta foret. Et super
 inde dicti T. H. & S. H. presentes in
 Curia in propriis personis suis petunt
 gratiam Domini Manerii predicti quod
 admitterentur Tenendi ad premissa se-
 cundum formam & effectum dicte sursum-
 redditionis Quibus quidem T. H. &
 S. H. Domini Manerii predicti per di-
 ctum Senescallum liberaverunt de
 premissis Seisina p virga Tenendi eis
 & Assignatis suis pro Terminis vitarum
 suarum naturalium & vite eorum diutius
 bibendi si Maritagium predicta solemp-
 nizaret & non aliter secundum formam
 & effectum dicte sursumredditionis de
 Dominis Manerii ad voluntatem Do-
 minorum secundum consuetudinem Ma-
 nerii predicti per redditum & servicium
 proinde prius debere & de jure consue-
 t. Et dictus T. fecit fidelitatem, &c.
 Et admissi sunt inde Tenentes, &c.
 Salvo cuiusque jure, &c.

Secunda Pro-
 clamatio.

Ad hanc Curiam secunda Procla-
 matio facta est pro terris & Tenemen-
 tis Customariis de hoc Manerio ten-
 tis de quibus T. R. obiit seisitus ut
 ad ultimam Curiam &c.

Maner

Maner
 S.

C
 Mani-
 tunc
 rus,
 mar-
 mino-
 de I-
 dicti
 ante
 seisit-
 Ide-
 &c.
 rio t-
 terio
 Pro-
 ad
 T.

Maner' de } ff. Curia Generalis E. K. Milli-
S. } tis & S. M. Armigeri, i-
bidem tent' decimo quarto
die Augusti Anno Regni
Domini nostri Willielmi
tertii, &c. per M. C. Gen'
senescallum ibidem.

Effon' Null'

Homagium { J. S. }
 { W. M. } Jur'
 { L. B. }

CUM ad Curiam generalem pro Admissio
hoc Manerio tene decimo nono die J. K.
Mati ult' preterit' compertum fuit p
tunc Homagium quod T. K. Cleri-
cus, qui tenuit quasdam terras Custo-
marias de hoc Manerio tene pro ter-
mino vite sue naturalis remanere in-
de J. K. Clerico, filio natu minimo
dicti T. pro Termino vite sue naturalis
ante istam Curiam obiit de tali statu
seisitus Et quia nullus venit, &c.
Ideo prima Proclamatio facta fuit,
&c. ad Cur' Generalem pro hoc Mane-
rio tene duodecimo die Junii ult' pre-
terit' quia nullus venit Ideo secunda
Proclamatio facta fuit, &c. Modo
ad hanc Cur' venit predict' J. K. p
T. M. Gen' ejus in hac parte At-
testat'.

tornatū Et petit gratiam Domino
 Manerii qđ admittat Tenend ad pre-
 missa pro Termino vite sue naturalis,
 viz. Ad omnes illas terras Custos
 mar vocat Jacksons, continend p e-
 stimationem duodecim acras plus vel
 minus Et ad unum Horreum super
 inde edificat situat jacent & existend in
 vel iuxta B. in Com Essex. & tenet
 de Manerio predicto Que premissa di-
 cū C. R. habuit & cepit sibi & Al-
 signatis suis pro termino vite sue
 naturalis ex sursumrestitutione ipsius
 C. R. & reconcessione Domino Man-
 nerii predicti ad Curia generale pro
 hoc Manerio tenet vicesimo nono die
 Martii An. Dñi Millimo sexcenta-
 simo nonagesimo quarto prout p Ro-
 tulum ejusd Cur patet Cui quidem
 J. R. Dñi p dictū Beneschallū libe-
 raverunt de premissis Seisina p vir-
 gā Tenend sibi & Assign suis de Do-
 minis Manerii predicti p reddit &
 servicia proinde prius debet & de jure
 consuet &c. Et dar Dominis de
 Fine, &c. admissus est inde Tenens,
 &c. Et fidelitas respectuatur, &c.

Maner
 de S-
 cum
 Memb

W. C.
 Effo
 de e
 de e

Homa

I es
 ultim
 rex
 glice
 lum
 pred
 Men
 foris

Maner

Maner' } ff. Cur' Baronis E. K. Militis
de S--- } & S. N. Armig'i Domino-
cum } rum Manerii prædicti ibi-
Mem' } dem ten' die Martis de-
cimo nono die Maii Anno
Domini Mill'imo sexcente-
simo nonagesimo sexto An-
noque Domini nostri Wil-
helmi tertii, &c. octavo
coram M. C. Gen. se-
nescallo ibidem.

W. C. Effon. de sect. Cur' per G. J. A. C.
Effon. de eadem per R. F. T. A. Effon.
de eadem per W. B. N. W. Jun. Effon,
de eadem per M.

Homagium { G. T. } { N. W. }
 { J. R. } { A. B. }
 { E. S. } Jur' { J. T. } Jur'.
 { T. R. } { T. & }
 { T. H. } { T. R. Jun' }

In primis ad hanc Cur' presentat' Presentments
est per Homagium qd E. C. citra
ultimam Curiam & ante hanc Cur' e-
rexit unum stabulum vitulinum (An-
glice a Calves Coop) super vastum so-
lum Dominorum & ordinatum est qd
prædict' stabulum demolie sit ante tres
Menses nunc prox' sequend Subpoena
satisfacatur quinque solidorum.

Item

Item ulterius presentat est qđ predictus E. C. depascit averia sup terras villar de S. absq; titulo sive clameo & contra consuetudinem Manerii

Item ad hanc Curiam compertum est p Homagium qđ T. R. Jun' nat Ten hujus Manerii post ultim' Curia extra Curiam scilicet vicesimo quinto die Martii ult' preterit sursumreddidit in manus Dominozū Manerii predicti p virgam p manus E. S. stant in loco Vallibi Dominozū in presentia T. R. & E. S. duozū custom tenend Manerii sursumredditionē testand secundū consuetudinē Manerii omne illud Cotagium sive Tenementum vocat Goldings Garden, cum Pomariis Hortis & Appurtenenciis eidem pertinent tunc in tenura & occupatione ipsius T. R. Jun. aut Maner suozum ad solum opus & usum fratris ejus W. R. de B. in Comitatu Essex, predicti Heredum & Assignat suozum imperpetuū sub Conditione tamen qđ si predictus T. R. Heredes Executores Administratores vel Assignati sui sive aliquis eoz solverent seu solvi facerent prefat' W. R. aut suo certo Attoznato Executoribus Administratoribus vel Assignatis suis plenā summā duodecim librarum bone & legalis monete Anglie super vicesimum quintum diem Martii quierit in Anno Domini Millimo septingentesimo nonagesimo nono ac si bene & fideliter

fideliter solveret seu solvi faciat tres solidos predicto W. R. similis mone-
te in quolibet spacio trium Mensium
durant Termino trium Annorum tunc
sursum redditio predicta esset vacua aut
aliter remanere in pleno vigore.

Presentat est etiam p Homagium
qd. M. B. erexit feneclum (Anglice
Haycock,) super vastu solidi Domi absq
licentia.

Et Homagiū presentant omnes
Tenentes hujus Manerii qui debent
Secta ad hanc Curiam & non compe-
ruerunt Et dicunt qd quilibet eorum
sit in misericordia duodecim denar Ad
hanc Curiam presentatum est etia p
Homagiū qd J. P. nuper nativus
Tenens hujus Manerii ante hanc &
citra ultimā Cur obiit. Et superin-
de fact' fuit prima Proclamatio alta
voce trinaq vice qd si aliquis clama-
ret seu vindicaret aliquod jus Titulū
Statū clameū interesse vel demand
de in vel ad aliquas terras seu Tene-
menta Customar de quibus J. P. o-
biit seiscitus qd veniret & admittere-
tur Et nullus tunc venit, &c.

Maner' } ff. Curia Baronis E. K. Mil' &
 de S.... } S. N. Arm' Dominorum Ma-
 cum } nerii prædicti ibidem tent' &c.
 Membr' } coram M. C. Gen' Senescallo
 ibidem.

Effon' Null'

Homagium { N. M. } Jur' { A. B. }
 { T. R. } { J. T. } Jur.
 { T. W. } { J. R. }

Admissio fu-
 per ult' vo-
 lunt.

CUM ad Cur' Generale pro hoc
 Manerio tent' die Martis scili-
 cet decima nono die Maii ult' præterit
 presentatū fuit per tunc Homagiū
 qđ J. P. Gen' un' Custom Tened
 Manerii prædict' ante istam Cur' obiit
 scilicet de & in quibusda terris &
 Tenementis nativis de hoc Ma-
 nerio tent' Et quod ante obitum
 suum sursumreddidit secundū consue-
 tudinem Manerii omnia terras & Te-
 nementa sua nativa de hoc Manerio
 tenta ad opus & usum Testamenti &
 ultime voluntatis sue Et quia nul-
 lus venit ad sursumcapiendū præmissa
 Ideo prima Proclamatio facta fuit,
 &c. Modo ad hanc Curiam venit M.
 H. Hro? J. H. Et prælit in Curiam
 quandā Copiā ultim' voluntatis &
 Testamenti dicti J. P. Abuncū sui
 gerend

gerend d
 Dñi M
 simo qui
 tibe Ca
 prædict'
 M. H.
 Mesuag
 S. præd
 petit g
 quod ad
 Et Don
 nescallu
 præmissi
 sibi & A
 te sue n
 ad volu
 consuetu
 die & se
 jure con
 fine, &
 nens, &
 litas rel

gerend dat quarto die Novemb. Anno
 Dñi Millimo' sexcentesimo nonage-
 simo quinto sub Sigillo Cur Peroga-
 tibe Cantuariensis Sigillat p quam
 predict' J. deit & legavit predictæ
 M. H. p Termino vite sue naturalis
 Meluagid & terras suas nativas in
 s. predicta M. in propria psona sua
 petit gratiam Dominoꝝ Manerii
 quod admittatur Tenens ad premissa
 Et Domini Manerii per dictum Se-
 nescallum liberabit dicte M. H. de
 premissis seisinam p virgam Tenend
 sibi & Assignatis suis pro termino vi-
 te sue naturalis de Dominis Manerii
 ad voluntatem Dominoꝝ secundum
 consuetudinem Manerii predicti p red-
 dit & servic proinde prius debet de
 jure consuet &c. Et dat Dominis de
 fine, &c. Et admissa est inde Ten-
 ens, &c. Salvo Jure, &c. Et fide-
 litas respectuatur, &c.

Maner' de S. } ff. Curia Visus Franc'-Pleg'
cum Cur' Baronis W. S. Mil'
D'ni Manerii prædicti tent'
coram, &c.

Defaltores.

M. P. Gen. 6 d. E. L. 6 d. T. B. Gen.
6 d. S. W. Gen. 6 d. W. H. Gen. 6 d.
R. B. Gen' 6 d. Quilibet eorum per Jur.
amercius prout patet super eorum sepa-
ralibus capitibus.

	G. G. Gen.		J. T. Gen.	
	P. G.		R. W.	
	S. B. Gen.		W. P.	
Juratores	J. M. Gen.	Jur'	H. P. Gen.	Jur'
	J. S. Gen.		T. D.	
	J. V.		&	
	W. H. Gen.		G. R.	

Presentamen-
ta.

Jur. present qđ G. C. tenet Cōe
Cervisarium infra præcinā' Vis.
Franc'-Pleg' prædicta.

Item present qđ C. C. tenet Cōe
Cervisari' infra præcinā' vis Franc'-
Pleg' prædicta'

Item present quod A. W. vid' te-
net Cōe Cervisarium infra præcinā'
vis Franc'-Pleg' prædicta.

Item present quod G. C. habitat
in quodā Cotagio erect' super Dastum
Domini.

Item present unum Cotagium in
possessione W. D. forte Cotagium erect'
super

super D
Anno
terre ei

Item
possession
super D

Item
occupat
Antiqu

Item
occupat
erect' pe

super A
predictu
dam pa

Item
possession
erect' s
ab Ant
mini.

Item
nup er
a Broo

quo qu
cina' h

Item
nuper
Domini

superin
ruct C
sem pz

hujus
Item
habita

Franc

super Vast' Domini infra octoginta Annoꝝ ult' elaps. absqꝫ quatuor accis terre eidem Cotagio annex.

Item present unum Cotagium in possessione W. P. fore Cotagium erect' super Vast. Domini.

Item present unum Cotagium in occupatione S. M. vid. fore Cotag de Antiquo erect' super Vast. Domini.

Item present unum Cotagium in occupatione cuiusdam J. C. fore nup erect' per quendam F'pserum Webb, super Vast' Domini Acetiam quod predictus J. C. cum sepe inclus. quandam parcell vast' Domini.

Item present unum Cotagium in possessione W. S. fore Cotagium nup erect' sup quandam peciam terre que ab Antiquo fuit cap't extra vast' Domini.

Item present quoddam Cotagium nup erect' super altam Viam ducent' a Brook-street, usqꝫ cor'am de W. in quo quidam J. C. habitat infra precina' hujus lete.

Item Jur present quod A. W. vid nuper inclus. quandam peciam Vasti Domini ppe Wealside Common, Et superinde ordinant quod si ipsa non diruet Causur predictam in fraud' Mens sem pror' sequen' forisfaciet Domino hujus Manerii quinqꝫ solid.

Item Jur present G. L. (qui Inhabitat infra precina' hujus visus Franc-Pleg') permisit quendam T. F.

cum familia sua cohabitare secum in domo sua prope ut Inmat p spacium sex Mensiu ult preterit contra for-
mam Statuti unde forisfecit Domi-
no pro quolibet Mense decem solidos
que atting. in toto ad sexagint so-
lidos.

Item Jur present quod M. L. vid
inclus. unam peciam Vasti Domini
prope Wealside Common, Et super-
inde ordinant quod si ipsa non diruet
Clausur predictam infra unum Men-
sem prox sequen forisfaciet Domino
hujus Manerii quinq solidos.

Item Jur present quod R. G. in-
clus. peciam Vasti Domini prope
Wealside Common, Et superinde or-
dinant quod si ipse non diruet Clau-
suram predictam infra unum Mensem
prox sequen forisfaciet Domino quin-
que solidos.

Item Jur present quod citra ulti-
mam Curiam & ante hanc Cur A. S.
nuper una Customariorum tenen hu-
jus Manerii obiit scit de uno Custom
Tenito & sex acris terre eidem spectan
Et quod J. S. est ejus prox Heres.

Item quilibet tenen Customar hu-
jus Manerii qui non comperuit ad
hanc Cur affozatur per Juratores
predictos ad sex denarios. Et quili-
bet retrans infra pzeina' Vilus
franc-Pleg qui non comperuit ad
hanc Cur affozatur per eosdem Jur ad
sex denarios.

Modo

Mo

A ter
redd in
con Se
suag vo
reis St
mibus
tis Po
Acetian
jungen
acras
Campu
pe Har
eidem p
lam p
Land,
ult Ca
mation
re cum
M. S
predict
tan su
Gaddi
M. C.
inde p
ulum
red &
Super
riam
rum
dica

Modo de Cur' Baronis.

AD hanc Cur' W. C. unus Custod' tenens hujus Manerii sursum redd' in manus Domini per acceptacion' Senescalli pred' totum illud Mesuag' vocat' Bomans, unacum Horreis Stabulis Domibus Extra-domibus Edificiis Atriis Gardinis Hortis Posterioribus (Angl. Backsides) Acetiam peciam prati prax' eidem adjungend' continend' p estimationem tres acras sive plus sive minus unum Campum vocat' Homefield, jaced' prope Hatch, simulcum uno al' Campo eidem prax' adjungend' Acetiam tot' illam peciam terre vocat' Armans Land, cum pertind' Qui quidem tres ult' Campi insimul continent p estimationem decem & septem acras terre cum pertind'. jaced' inter terras W. S. Militis, Domini Manerii predicti & parcum ibidem & abbuttan' super terras dicti W. C. vocat' Gaddings, Ad opus & usum dicti W. C. pro termino vite sue remanere inde post ejus decessum Ad opus & usum J. C. filii predicti W. C. Hered' & Assign' suorum imperpetuum Super quo Dominus ad hanc Curiam ad humilem petitionem ipsorum W. & J. concessit tenita predicta cum pertind' HEND' & tenend' ei-

Surreddit.
W. C. al' use
de luy mesme
pur vie.

dem W. & Assign suis ad voluntatem Domini secundum consuetudinem Manerii predicti pro termino vite sue Remanere inde post ejus decessum prefat. I. Hered & Assign suis imperpetuum ad voluntatem Domini secundum consuetudinem Manerii predicti per redditum & servicium inde prius debite & de jure consuevit Et predictus I. C. dat Domino de fine, &c. Et admissus est inde tenens ad remanere predicti Sed fideliter ejusdem I. respectuatur quousque, &c.

Sacram' A.P.

Ad hanc Curiam Iure presentie super sacrum N. P. hic in Curia presentia quod S. B. unus Custos tenens hujus Manerii solvit predicto N. P. trescentis & novem libras super vicessimam tertium diem I. ult' preterite secundum Conditionem sursumreddi in Rotulo Curie ult' hic tenet pro hoc Manerio, &c.

Sursumreddit. Conditional.

Ad hanc Curiam S. B. unus Custos tenens hujus Manerii sursumreddi. in manus Domini Manerii predicti per manus & acceptationem Senescalli Curie predictae unum Mesuagium sive tenentum cum dimidia virga terre Custos & Heriotab' vocat Godfrey, & unum Croft terre vocat Great Swains, continens quinque acras & tresdecim acras terre vocat Tings Custos & Heriotabil' Et unum Hop-

pete

pete conti
re parcel
unam pa
matione
act Cust
jurdam
opus & i
nerosi, I
petuum,
men Con
Heredes
sive Nati
eidem N
sive Nati
summa
libra 7
sumum t
quend A
situae in
Midd
foyet va
remane
cu, &c

Cum
mini A
Militi
bido t
Pasche
Anno
Arm
unus
in pro
sursum
nerii p

petē continen' circa unam rodam terre parcelle terre vocat Scarlets, Ac unam parcelle terre continēd per estimationem tres acras & dimid unius acē Customar Periotabil' parcelle cuiusdam tēti vocat Sabernes, Ad opus & usum R. O. de London Generosi, Hered' & Assign' suoz imperpetuum, Proviso semp' & sub hac tamen Conditione qđ si predictus S. B. Heredes Executores Administratores sive Assign' sui solvant seu solvi fac' eidem R. O. Executor Administrator sive Assign' suis plenam & integram summam trescentar' quadragint' triū librar' & duodec' solidorum sup' vicesimum tertium diem Aprilis prox' sequēd' Ad domum mancionale C. H. situat' in Charter-house-yard in Com' Midd' qđ tunc sursumredd'. predicta foret vacua & nullius vigoris aliter remaneret in plenis vi vigore & effectu, &c.

Cum ad Cur' Vil. Franc. Pleg' Domini Regis cū Cur' Baronis A. B. Militis Domini Manerii predicti ibide' tēnt die Martis in septimana Pasche existēd' duodecim' die Aprilis Anno Regni Dom' &c. corā W. B. Arm' Senescallo ibide' ven' G. C. unus Custon' tenēd' Manerii predicti in propria psona sua & in apert' Cur' sursumredd' in manus Domini Manerii predicti p' manus dei' Senescalli per

Admissio H.
P. ad Rever-
sionem de
Lamb's Cross.

per birgam Tot ille jus titulum & re-
 vercionem sua de & in uno Custodi
 Mesuag sive tenito & decem acris ter-
 re vocat Lamb's Cross, cum Omni-
 bus Horreis Stabulis Edificiis &
 Gardinis Pomar & ptiā quibuscunq;
 ad inde spectant & ptinent nunc in te-
 nura J. C. vidue Matris predicti G.
 quando accider post mortem dicte J.
 Ad opus H. P. Heredi & Assigni suoy
 imperpetuū Sub hac tamen Condi-
 tione quod si predictus G. Heredi Exe-
 cutores & Assigni sui aut aliquis eoy
 solvant seu solvi fac prefat H. Exe-
 cutoribus Administratoribus sive As-
 signi suis Centum quinquagint libras
 quatuordecim solidos & tres denar
 legalis monete Anglie modo & forma
 sequend videlicet septem libras tresde-
 cim solidos & sex denar inde super
 tertium decimum diem Aprilis qui
 foret Ad Dñi Millimo sexcent sexage-
 simo quarto & consilem summa sep-
 tem librarū tresdecim solidorum & sex
 denario parcelle inde sup quartum
 decimum diem Aprilis qui foret in
 Anno Domini Millimo sexcentesimo
 sexagesimo sexto Et summa Centum
 trigint quinque librarū septem solidoy
 & trium denar resid inde sup quin-
 tumdecimum diem Aprilis qui foret
 in Ad Dñi Millimo sexcent sexag
 sept ad domum mancionalem H. P.
 situat in Shoreditch in Com Midd
 tunc sursumredd. predict foret nul-
 lius effectus Modo ad hanc Cur ven
 pre

predictus
 tio predicti
 G.) hu
 tenend ad
 cum pti
 lum con
 Hend &
 ten'toy
 Hereditib
 tuum p
 voluntat
 suetud
 servie in
 suet Et
 admissu

Poste
 sursum
 tam re
 cum pe
 voluntat
 lium p
 p predicti
 mitat

Cum
 tenend
 in man
 tentum
 terre
 cum p
 iudam
 mortu
 imppet
 usu S

predictus H. Et (pro eo quod Condi-
tio predicta non est perforata p eund
G.) humilime pet de Domino admitti
tenend ad reversionem predictam ten'toy
cum p'tin Cui Dominus p Senescal-
lum concessit inde Sefinam p virgam
Hend & tenend predicta reversionem
ten'toy predictam cum p'tin eidem H.
Heredibus & Assign suis imperpe-
tuum post mortem predictae J. C. Ad
voluntatem Domini secundum con-
suetud Manerii predicti p reddit &
servic inde prius debet & de jure con-
suet Et dat Domino de fine, &c. Et
admissus est inde tenens, &c.

Postea seden Cur predictus H. P. Sursumred-
dit' H. P. ad
usum testi.
sursurreddi in manus Domini predictam reversionem ten'toy predictorum
cum p'tin Ad opus & usum ultime
voluntatis sue Et ad opus & usum ra-
tium personarum & tal Stat' qual
p predicta ultima voluntatem suam li-
mitat' erint sive appunctuat' fuerint, &c.

Cum R. A. unus Customariozum Admissio J. A.
ex sursurreddi
tenend hujus Manerii nup sursurreddi
in manus Dñi hujus Manerii unum
ten'tum vocat' Brewers Ac tres acras
terre Custord ac unid al Custord Cotag
cum p'tin Ad opus & usum J. A. & cu-
jusdam C. A. (qui quidem C. A. modo
mortuus est) Hered & Assign suorum
imppetud In fiduc & confident ac p
usu S. M. Uxor A. M. Sub Condi-
tione

tione quod predictus R. N. Hered
Executores & Administ'e ejus solver
prefat' S. Centum & sex libras sup
decimum octavum Diem Aprilis qui
foret in Ann' Dñi Millimo sexcentesi-
mo sexagesim' septim' qđ tunc sursum-
red' pdict' foret vacua aliter staret in
plenis vi robore Modo ad hanc Cur
ven' pdict' J. N. (qui p'fat' T. N. su-
pervixit) Et pro eo qđ. Conditio pdict'
non est p'format' per eundem R. sed de-
venit fract' humilime pet' de Domino
admitti tenend' ad ten'ta predicta cum
ptim' in fiduc' confidenc' & pro usu pre-
dicte S. M. Hered' & Aliis suoz im-
perpetuum Cui Dñus per Senescal-
lum concessit inde Seisina p' virga
Hend' & tenend' eidem J. N. Heredi-
bus & Aliis suis imperpetuum Ad
voluntatem Domini secundum con-
suetud' Manerii pdict' p' reddit' & ser-
vic' inde prius debet & de jure con-
suet' in fiduc' & confidenc' & pro usu
predict' S. M. Hered' & Aliis suoz
Et dat Dño de fine, &c. admissus
est inde tenens & fec' fidelitat', &c.

Admissio J. S.
post obit. A. S.

Ad hanc Cur' Jur' present' qđ A. S.
Uxor P. S. nuper una Customar' tenend'
huius Manerii Que tenuit sibi & Hered'
suis de Domino huius Manerii unū
Customar' Mesuag' & deced' & octo a-
cras terre sibe plus sibe minus unde
duo Crofta continent quinque acras
vocat' Hats unū Croft vocat' Holten-
croft

an
croft cont
dam terre
vocat' le
mum al
Croft con
jacent ppo
citra ulē
inde se'it.
& pro' H
Annozum
J. S. p
pet' se a
dicta cum
nescallun
nam p
J. S. H
petuum
eundum
Et dat
&c. Et
fidelitas

Postea
via Don
J. S. c
Custod t
ten'toru
dictus
& unius
adtunc

C

croft continet duas acras unam ro-
dam terre jaced in Howage un Croft
vocat' le Ridden continet sex acras u-
num al Croft' vocat' Bulver-house
Croft' continet tres acras & un' pratid
jaced ppe le Ridden continet sex acras
circa uls Cur & Ante hanc Cur obiit
inde se'it. Et qd J. S. est ejus filius
& prox' Heres & Etatis deced & novem
Annozum vel eo circit' Qui quidem
J. S. presens hic in Cur humilime
pet' se admitti Tenend ad tenta pre-
dicta cum pertind Cui Dominus p Se-
nescallum suum concessit inde Seis-
nam p virga Hend & tenend eidem
J. S. Heredib' & Assignis suis imper-
petuum ad voluntatem Domini se-
cundum consuetud Manerii predicti
Et dat Domino de fine prout patet,
Ec. Et admissus est inde tenens sed
fidelitas respectuatur quousq; Ec.

Postea ad hanc Curiam seden. Cu- P. S. Guar-
ria Dominus ad petitionem predicti dia.
J. S. concessit prefat' P. Patri suo
Custod tam corporis predicti J. quam
ten'orum predictorum quousque pre-
dictus J. ad plenam etatem viginti
& unius Annozum pervenerit Et inde
ad tunc reddere Computum, Ec.

Exam' per me J. S. Senescall.

'Maner'

Maner' de B... } ff. Visus Franc' Pleg' cum Curia
Baronis W. B. Arm' Domini
Manerii predict' ibidem Tenc'
coram, &c.

Effon' ff. R. S. Gen' W. H. M. H. vid.
Quilibet eorum Effoniatur de C'oi
Effon'.

Defaltcores.

A. B. Mil' 6 d. T. C. Gen' 6 d. & al' &c.
Quilib' eorum quia non comperuit ad
hanc Cur' ad faciend' sectam Cur' amer-
ciatur ad sex denar' prout patet super
eorum separal' Capitibus.

Homagium	{	T. G. Gen'	{	G. G. Gen'	{	Jur'	{	Jur'
		T. J. Gen'		D. C.				
		P. G. Gen'		T. W.				
		A. T.		G. R.				
		T. D.		H. P.				
		J. V.		&				
		J. S.		J. T.				

Sursumredd'
S. B. ad usum
R. A.

Ad hanc Curia S. B. Gen' unus
Customarior' Tened' hujus Ma-
nerii sursumreddie in manus Dni
Manerii pdicti p manus & acceptatio-
nem Seneschall' Curia pdict' tot' illud
Customar' Mesuagium sive Tendum
ac dimid' virgat' terre Customar' &
Heriotabil' voc' Godfreys, & und' Croft
terre vocat' Great Swaines, continet
quinq'

quingz acz & tresdecim acras vocat
 Cings, Customar & Heriotabil & un
 Doppett continend unam Rodam terre
 parcelle terre vocat Scarlets Ad opus
 & usum R. N. Civis & Mercatoris
 scilicet London Hered & Assign suo-
 rum imperpetuum Super quo pdia'
 R. N. presens hic in Cur humilime
 petit se admitti tenend ad testa pdia'
 cum pertin Cui Dominus p Senes-
 callum concessit & liberabit inde sei-
 sinam p virgam Vend & Tenend testa
 pdia' cum pertin eidem R. N. Here-
 dib' & Assign suis imperpetuum Ad
 voluntatem Dni secundum consuetud
 Manerii pdia' Et dat Dno de fine, &c.
 admissus est inde tenens Et fec fide-
 litat, &c.

Ad hanc Cur Jur plene sup sacro
 qd pdia' S. B. solvit summam Tres-
 centaz quadragint trium libraz &
 duodecim solidoz p. G. sup decim
 diem Aprilis in plenam exoneratio-
 nem conditional sursumredd fact' ad
 ult Cur hic tenet duodecimo die Octo-
 bris Anno Reg dici Dni Regis nunc
 vicesimo.

Performatio
 Conditional'
 sursumredd'.

Postea sedend Cur pdia' R. N. sur-
 sumredd omnia & singula testa pdia'
 cum pertin in manus Dni Manerii
 pdia' p manus & acceptationem Se-
 nescalli pdia' p virgam Ad opus &
 usum ult voluntatis sue & talium
 personaz

Sursumredd'
 R. A. ad usum
 testi'.

personarū & tal' sicut qual' p' uile voluntatem suam forent limitat' & appunctuat', &c.

Finis S. B. pro
succisione
ligni.

Ad hanc Cur' S. B. Gen' und Customar tenend' hujus Manerii solvit Dño Manerii quadragine solidi p' fine p' eo qd' ipse idem S. succidit quadam parcelle ligni ad valenc' quadragine solidorū & non amplius crescent sup' quoddam Customar tenentum in tenura R. R. Et idem lignum abinde asportabit & combussit super quoddam al' tenentum ipsius S. vocat' Pottals, jacent' infra manerium predict' contra consuet' hujus Manerii, &c.

Admissio E. S.
post obit E. L.

Ad hanc Cur' Jur' plene qd' E. L. vid' nuper und' Customar tenend' hujus Manerii qui tenuit sibi de Dño Manerii per virgam p' termino vite sue duo Customar Mesuag' sive tenēta & decem & octo acras terre cum pertin' Remanere inde post ejus decess' liberis suis quos heret tempore mortis sue equalit' inter eos dividend' poss' uile Cur' & ante hanc Curiam obiit Et qd' ipsa tempore mortis sue reliquit quatuor' liberos videlicet E. S. Uxorē W. S. A. A. Uxorē J. A. G. L. & I. S. Uxorē J. S. Super qd' pdict' E. S. Uxor' W. S. ven' cum viro suo predict' Et humilime pet' se admitti tenend' ad unam quartam partem tenentorū pdictorū cum pertin' in quatuor'

quatuor'
E. Dñi
liberab
Hend
imper
cundum
reddic
jure co
admissi
respectu

Ad
nuper
nerii q
per vir
Custom
cem &
Reman
beris
tis su
post u
Et qu
quit q
Uxorē
G. L.
pdict'
cum b
se ad
partem
tres
A. A.
sit & l
Hend
suis
Dñi

quatuor partes dividendū Cui quidem
 E. Dñus p Seneschallum concessit &
 liberabit inde seisinam per virgam
 Hend & Tenendū sibi & Heredib⁹ suis
 imperpetuum ad voluntatem Dñi se-
 cundum consuee Manerii pdicti per
 reddit & servic inde prius debet & de
 jure consuee Et dat Dño de fine, &c.
 admissus est inde tencus sed fidelitas
 respectuat quousq; &c.

Ad hanc Cur Jur present qđ E. L. Admissio
 nuper un Cusumar tenend hujus Ma- A. A. post
 nerii qui tenuit sibi de Dño Manerii obit E. L.
 per virgam pro termino vite sue duo
 Cusumar Mesuagia sive tēta & de-
 cem & octo acras terre cum pertiñ
 Remanere inde post ejus decessum li-
 beris suis quos haberet tempore mor-
 tis sue equalit̃ inter eos dividendū
 post ult̃ Cur & ante hanc Cur obiit
 Et quod ipsa tempore mortis sue reli-
 quit quatuor liberos videlicet E. S.
 Urorem W. S. A. A. Uro⁹ J. A.
 G. L. & L. S. Uro⁹ J. S. Sup quo
 pdicti A. A. Uro⁹ pdicti J. A. ven-
 cum viro suo pdicti Et humilime per
 se admitti tenend ad unam tertiam
 partem tētorū pdictorū cum pertiñ in
 tres partes dividendū Cui quidem
 A. A. Dñus per Seneschallum concess-
 sit & liberabit inde seisinam p virgam
 Hend & Tenendū sibi Heredib⁹ & Agnō
 suis imperpetuum ad voluntatem
 Dñi secundum consuee Manerii pdicti
 H h p red-

p reddie & serbie inde prius debet & de jure consuet' Et dat' Dñs de fine, &c. admissus est inde tenens sed fidelit' respectuatur quousq' &c.

Admissio
G. L. post
obit.

Ad hanc Cur Iur present' qd' E. L. vid' &c. ut antea & admissio L. S. ut antea.

Obit T. B.
& qd' T. B. est
ejus Heres.

Ad hanc Cur Iur p'sent' qd' C. B. nuper unus Customar' tenend' hujus Manerii qui tenuit de Dño sibi & Heredib' suis Ad voluntatem Dñi secundum consuet' Manerii p'dicti un' Customar' tenentum & sexdecim acras terre cum pertin' citra ultimam Cur & ante hanc Cur obiit inde scit Et qd' C. B. est ejus filius & p'r' Heres Qui licet primo solempnit' exat' ad veniend' in Cur & admitti tenend' non veni' sed defalt' fac' Ideo prima Proclamatio fact' fuit qd' si p'dictus C. B. filius non veniret in Cur admitti tenend' ad tenta p'dicta cum pertin' Dñus tenta p'dicta cum pertin' sciret in manus suas p'p'r &c.

J. A. Electus & Jurat' fuit Constabular' p' Anno sequend'.

J. S. } Electi sunt Conservatores
& }
H. W. } bolci p' Anno sequend'.

Cōis

Cōis

Ad
tra
Curi
Gaol
stoma
reddi
p ma
Ball
duoy
tot i
ment
Wig
buscu
Edifi
Hort
terre
omn
sunt
do in
suoy
in d
Am
tam
C. 2
strat
citer
fat
rozil
mar
& le
vice

erit in Anno Dñi Millimo sexcentesimo sexagesimo nono ad domum mansionalem pdicta' M. H. situat in f. supradicta' qđ tunc sursumredd' pdicta' foret vacua & nullius effectus aliter reman' in plen' vi roboze & effectu.

Several Forms of Recoveries in a Court-Baron.

A Recovery
of Copyhold-
Lands on a
Disseisin.

The Plaintiff,
&c.

Process.

Appearance.

Ad hanc Cur' venit E. C. Gen' in propr' p'sona sua, & in aperta Cur' querie vers' G. C. p'sens hic in Cur' de p'lito Terre, viz. de uno Mess' vocat' &c. necnon quadragint' acris Terre 20 acr' prati, & 20 acr' pastur' cum p'tia in &c. infra Jurisdic'ionem huius Cur' & fecit p'stationem p'sequi Querelā suam in Curia ista in forma & natura Brevis Dom' Reg' de ingressu sup' Disseisinā in le post ad Com' Legem scđm Cons' Man' pdicta'. Et inven' pleg' de p'sequend' Querel' suā pdicta' videlicet J. D. & R. R. & petit process' inde, ei fieri scđm Cons' Man' pdicta' vers' p'fat' G. C. dirigend' retord' &c. & ei conceditur. Et idem G. C. p'sens hic in ista eadē Cur' gratis computat ad placit' pdicta'. Et super hoc pdicta' E. C. in propr' p'sona sua
petit

petit
dicta'
risd'
suam
quib'
nisi p'
injust'
fra t'
cit,
seisim'
Dñi
paci'
& D'
ples'
inde
pdicta'
defen'
inde
in C'
ei M'
petit
ranc'
form'
fuit
in T'
volu'
temp'
capi'
in q'
Et s'
Man'
quan'
Man'
scilicet
p'son

petit vers p̄fat G. C. Tenementa p̄fat ist Count.
 p̄fat cum p̄tin in Ec. p̄fat infra Ju-
 risd̄ hujus Cur ut Jus & hereditatē
 suam scdm consuet̄ Man p̄fat & in
 quibus idm G. C. non habet ingress̄
 nisi post diffinitionem quam J. R. inde
 injuste & sine Judicio p̄fat G. C. in-
 fra trigine Annos jam ult̄ elaps̄ fe-
 cit, & unde dicit quod ipsemet fuit
 seisc̄ de Cētis p̄fat cum p̄tin in
 Dñico suo ut de feodo & Jure temp̄
 pacis temp̄ Dom̄ nup̄ Reḡ Willi Ec.
 & Dom̄ Regin̄ nunc capiend̄ inde ex-
 ples ad valene Ec. in quibus, Ec. Et
 inde p̄duc̄ Sextam, Ec. Et super hoc ist Voucher
 p̄fat G. C. in prope p̄sona sua ven̄ & to Warranty.
 defend̄ Jus suum quando, Ec. & vocat
 inde ad Warrant C. C. qui p̄sent hic
 in Cur̄ gratis Cēta p̄fat cum p̄tin
 ei Warrant Et super hoc p̄fat G. C. 2d Count.
 petit vers p̄fat C. C. Tenem̄ p̄ War-
 rant suam Cēta p̄fat cum p̄tin in
 forma p̄fat & unde dicit qđ ipsemet
 fuit seisc̄ de Cētis p̄fat cum p̄tin
 in Dñico suo ut de feodo & Jure ad
 volunt̄ Dñi scdm Cons̄ Manerii p̄fat
 temp̄ pacis temp̄ Dom̄ Reḡ nunc
 capiend̄ inde exples ad valene Ec. &
 in quibus, Ec. & inde p̄duc̄ Sea' Ec.
 Et super hoc p̄fat C. C. Tenens per
 Warr̄ suam ven̄ & defend̄ Jus suum
 quando, Ec. & ulterius vocat inde ad 2d Voucher.
 Warr̄ Cēta p̄fat cum p̄tin R. D. qui
 scilicet p̄sent est hic in Cur̄ in prope
 p̄sona sua & gratis Cēta p̄fat cum
 H h 3 p̄tin

3d Count.

2d Vouchee
pleads.Demandant
Imparls.2d Vouchee
makes De-
fault.Judgment
that the Plain-
tiff shall re-
cover.

ptin ei Warrantizat Et super hoc
pdiat' E. C. petit vers' p'fat' H. D. Te-
nens p' Warr suam, &c. (as in the 2d
Count.) Et super hoc pdiat' H. D.
Tenens p' Warr suam pdiat' in prope
p'sona sua venit hic in ista eadm Cur
& defendit Jus suum quando, &c. &
dicit quod pdiat' J. H. non disseiavit
pdiat' E. C. de Tenentis pdiat' cum ptin
put idem E. C. p' Breve & Narracoem
suam pdiat' supius supponit & de hoc
ponit se super Homagium Cur Maner-
rii pdiat' Et pdiat' E. C. per Licenc
inde interloquendi hic usq; ad horam
secundam post Merid ejusdem Diei &
ei conceditur &c. & eadm hora dat' est
pdiat' H. D. hic &c. Et postea scilt ad
pdiat' horam secundam post Merid
ejusdem Diei idem E. C. revenit hic
in Cur in prope p'sona sua, & pdiat'
H. D. licet solempnit exat' non reve-
nit, sed in Cur contempe recessit & de-
falt fecit. Ideo secundum consuet' Man-
pdiat' considerat' est p' Cur hic quod
pdiat' E. C. recuperet seisinam suam
vers' p'fat' E. C. de Tenentis pdiat' cum
ptin Habend' & Tenend' eidem E. C.
& Hered' suis ad volunt' Und' scdm
Cons' Manerii pdiat' quiet' de pdiat'
G. C. & Veredib' suis imperpetuum.
Et qd idem G. C. habeat de Terris
p'fat' E. C. ad valenc' &c. infra, &c. Et
quod idem E. C. ulterius habeat de
Terris pdiat' H. D. ad valenc' &c. in-
fra, &c. & quod idem H. D. sit in mi-
sericordia,

sericordia
petit p
dirigen
de & in
& ei co
late, &c
venit
viz. H.
Precep
bus se
cur vid
isto eod
plenar'
pdiat'
superi
modo
E. C.
petit
ptin se
tionis
pdiat'
tionis
per S
inde se
Tenen
cum p
suis d
secund
servic
de Ju
Et ad
Dno
cande
& H.
in ap

Gericozdia, &c. Et sup hoc p̄dia' E. T. *Haberi facias*
 petit p̄cept' ministro Cur' Maner' p̄dia' *seisina' pray'd,*
 dirigend' de Hab' fac' ei plenar' seisinam *awarded, and*
 de & in Tenementis p̄dia' cum p̄tin' *executed.*
 & ei conceditur retornabile hic indi-
 late, &c. Et postea scit ista eodem die
 venie hic in Cur' ministr' Cur' p̄dia'
 viz. R. D. Ballivus ibm & retornae
 Precept' p̄dia' sibi inde direct' in omni-
 bus servitum & in forma Juris exe-
 cut' vidit qđ ipse virtute p̄cepti p̄dia'
 isto eodem die habend' fecit dicto E. T.
 plenar' seisinam de & in Tenementis
 p̄dia' cum p̄tin' sic recuperat' put ei
 superius Mandat' fuit. Et super hoc
 modo ad istam eandem Cur' venie p̄fat'
 E. T. in propr' p̄sona sua & humiliter
 petit se admitti ad p̄missa p̄dia' cum
 p̄tin' scđm formam & effect' recupera-
 tionis p̄dia'. Et Dominus Manerii *The Recover-*
 p̄dia' in plena Executione, Recupera- *er admitted.*
 tionis p̄dia' & scđm cons' Maner' p̄edi
 per Senachall' suum p̄dia' concessit ei
 inde seisinam per virgam, Habend' &
 Tenend' omnia & singula p̄missa p̄dia'
 cum p̄tin' p̄fat' E. T. Heredib' & Aliis
 suis de Dono p' virg' ad volunt' Dono
 secundum consuet' Man' p̄dia' p' reddit'
 servit' & consuetud' inde prius debet &
 de Jure consuet' deditq' Dño de Fine &c.
 Et admissus est inde Tenens fecitq'
 Dño fidelitatem. Et postea scit ad
 eandem Cur' vener' p̄dia' E. T. E. T. C.
 & R. D. in p̄p̄riis p̄sonis suis, & hic
 in aperta Curia sursum redd' p' virg'
 H h 4 in

Surrender of
 the Recoveree
 & Vouches.

in Man Dñi Man pñia' p Man Se-
 neschalli sui omnia & singula pñia'
 pñia' cum pñia ad opus & usum dicti
 E. T. Hered' & Assign' suor imperpe-
 tuum, & ulterius pro se Heredibus,
 Executorib' & Administratorib' suis
 & eor quolibet separatim & respective
 plene, libere & absolute, remisit re-
 laxaver & imperpetuum quiete clama-
 ver pñia E. T. in plena & pacifica
 Possessione & seisina sua existente, He-
 redib' & Assign' suis totum Jus Stat-
 titum Interesse Clam' & Demand'
 sua quecunq' ipsor pñia E. T. E. T. &
 H. D. & eor cujusbet de in vel ad
 pñia pñia' cum pñia vel aliquam
 pñia sive pñiam inde necnon omnes
 & omnimodas Errorem & Errores,
 Causam & Causas, Erroris & Error,
 Misprisiones, Defectus & Erronicos,
 pñia quoscunq' & qualitercunq' ha-
 bit comiss' omis' pñia seu pñia in
 Querel' Plit' Process' Iudicio & Ex-
 ecutione supradicta' vel eor aliquo Et
 postea pñia E. T. ad istam eandem
 Cur' venit in pñia pñia sua & in aper-
 ta Cur' sursum redd' in manus Dñi
 Manerii pñia' p Man' dicti Seneschalli
 p virg' sedm consuet' Man' pñia' om-
 nia & singula pñia pñia' cum pñia
 sicut in forma pñia' recuperat ad opus
 & usum E. T. pñia' & D. H. quam die
 E. T. (Deo dante) ducet in uxorem
 pro & durant' vie eor & alterius eor
 diutius viven, & Heredib' de corpore
 dicti

Surrender of
 the Recoveror
 to certain
 Uses.

dicti E. T. d
 me pñia
 remanere
 suis in
 D. H. pñia
 petunt se
 pñia sedm
 redditom
 pñia' qu
 concessit
 p virgam
 & D. H.
 rius eor
 de corpo
 D. H. l
 talis ex
 & Hered
 p virg
 Manerii
 tud ind
 Et dan
 sunt in
 fidelita

E T pñia
 tur ver
 pñia
 cum pñia
 Cur' &
 relam
 natur
 sup T
 Uger
 nit P

dicti C. de corpore dicte D. H. legitime percandi & pro defeau talis exitus remanere inde pdia' C. C. & heredib' suis in perpetuum Qui quidem C. C. & D. H. p'sentes hic in Cur humiliter petunt se admitti ad p'missa pdia' cum p'tin' scdm formam & effectum sursum redditonis pdia' p' Seneschall' suum pdia' qui quidem Seneschallus pdia' concessit & liberabit eis inde seisinam p' virgam habend' & tenend' p'lar C. C. & D. H. p' & duram vita eor' & alterius eor' diutius vivend' & Heredib' de corpore pdia' C. C. de corpore dicte D. H. legitime percandi Et p' defeau talis exitus remanere inde pdia' C. C. & Hered' suis imperpetuum de Dño p' virg' ad volunt' Dñi scdm consue- Manerii pdia' p' redd' servic' & consue- tud' inde prius debet & de jure consue- Et dant Dño de Fine, &c. & admitti sunt inde Tenentes feceruntq' Dño fidelitatem.

Admission
thereupon.

ET postea sedente ead'm Curia venit W. B. in p'p'e p'sona sua & queritur vers' C. D. p'sentem hic in Cur de plito Terr' viz. de uno Messuag' &c. cum p'tin' in, &c. infra Jurisd' hujus Cur' & fecit p'testacionem p'sequi Que- relam suam in Cur' ista in forma & natura b'revis Dñe Reg' de ingressu sup' Disseisinam in le post ad Com' Legem scdm cons' Man' pdia' & inveni- nit Plez' de p'sequend' querel' suam p'd viz.

Another Re-
covery on a
Disseisin.

Plaint.

Process.

Appearance
per Guardian.

1st Count.

1st Voucher.

2d Count.

biz. J. D. & R. R. & petit processum inde fieri scdm cons Man pdia' vers pfat C. dirigend retornat Ec. Et ei conceditur Ec. Sed idem C. plens in ista Cur per J. L. Guardian suum gratis comperuit ad querelam pdia' Et sup hoc pdia' W. B. in ppr psona sua petit vers pfat C. D. Centa pdia' cum ptid in, Ec. pdia' infra Jurisdiccionem hujus Cur ut Jus & hereditat suam scdm consuet Man pdia' Et in que idm C. non habet ingressum nisi post Disseisinam quam p J. P. inde injuste & sine judicio pfat C. infra 30 annos jam ult elaps fac' fuit, & unde dicit qd ipsemet fuit seistus de Centis pdia' cum pertid in Tenico suo ut de feodo & Jure scdm consuet Man pdia' temp pacis temp Dne Reg nunc, capiend inde exples ad valenc Ec. & in que, Ec. Et inde pduc sec' Ec. Et sup hoc pdia' C. D. p Guardian suum pdia' venit & defendit Jus suum quando, Ec. & vocat inde ad warrantizand G. J. qui plens hic in Cur in ppr persona sua gratis pdicta Tenementa cum ptid ei warrantizat Ec. Et sup hoc pdia' W. B. petit vers pfat G. J. Tenentem p warrantiam suam Centa pdia' cum ptid in forma pdia' Et unde dicit qd ipsemet fuit seistus de Centis pdia' cum ptid in Tenico suo ut de feodo de Jure scdm consuet Man pdia' temp pacis temp Dom Reg nunc capiend do,

do, Ec. (pdia' G. J. venit & d & ulterius gand S. J. in Cur i pdia' Te zar Ec. vers pfat tiam sua (as the 20 S. L. C in propo Jus suu pdia' J. de Tene idem W superius super W Licenc ram pz & ei con est eider ram pz Diei id ppr pe solempr contem Ideo l siderat W. B in the f and the awarde mission

do, &c. (as the 1st Count.) Et sup hoc
 pdia' S. I. Tenens p warrane suam, ^{2d Voucher.}
 venit & defendit Jus suu quando, &c.
 & ulterius inde vocat ad warrantiz-
 and S. I. qui similiter plens est hic
 in Cur in ppe psona sua & gratis
 pdia' Centa cum ptin ei warrantiz-
 zar &c. Et sup hoc pdia' W. B. petit ^{3d Count.}
 vers pfa' S. I. Tenentem p warran-
 tiam suam pdictam Centa pdia' &c.
 (as the 2d Count.) Et sup hoc pdia' ^{2d Vouchee}
 S. I. Tenens p warrane suam pdia' ^{pleads.}
 in ppe psona sua venit & defendit
 Jus suum quando, &c. & dicit quod
 pdia' J. N. non disseisibit pdia' W. B.
 de Tenementis pdia' cum ptin prout
 idem W. B. p Breve & Parr sua ps
 superius supponitur & de hoc ponit se
 super pnam. Et pdia' W. B. petit ^{Demandant}
 Licenc inde interloquendi usq ad ho- ^{imparls.}
 ram pnam post Merid istius Diei
 & ei conceditur, &c. & eadm hora dat
 est eidem S. I. Et postea scit ad ho-
 ram pnam post Meridiem ejusdem
 Diei idem W. B. venit hic in Cur in
 ppe persona sua. Et pdia' S. I. licet ^{Vouchees}
 solempniter exaa' non revenit sed in ^{Default.}
 contempe Curie recessit & defale fecit.
 Ideo scdm consuet Maner pdia' con- ^{Judgment,}
 siderat est per Cur hic Quod pdia' ^{&c.}
 W. B. recuperet, &c. (as the Judgment
 in the foregoing Recovery, *Mutatis mutand'*
 and the like, *Haberi fac' seisinam* pray'd,
 awarded and executed; and the like Ad-
 mission of W. B. the Recoveror.) Et postea
 venerunt

Surrender of
the Vouchees
to the Use of
the Recove-
rer.

The Recove-
rer surrenders
to the Use of
the Recove-
rer.

Admission
thereupon.

venerunt p̄dia' G. J. & S. L. in p̄-
p̄sonis suis & in plena Cur sursum
redd̄ in manus Dñi Manerii p̄dia'
Man dicit Seneschal p virḡ sc̄dm consue-
tū p̄dia' Teñta p̄dia' cum p̄t̄n ad
opus ad usum p̄dia' W. B. Hered̄ &
Assign̄ suor̄ imperpetuum & quier̄
clam p̄dia' W. B. in sua plena & pa-
cifica possessione & seisinā existente &
Hered̄ suis totum jus Statum titulu'
Clameum & Demand̄ sua quecunque
que unquam habuerunt habent seu
quobismodo in futurū habere poterint
de & in Tenementis p̄dia' aut de & in
aliqua inde parte vel parcella necnon
omnes & omnimodos Errores Mis-
p̄risiones & Acciones qualescunque.

Et postea p̄dia' W. B. venit in p̄-
p̄sona sua & in aperta Curia sursum
redd̄ in manus Dñi Manerii p̄dia'
p̄ Man dicit Seneschalli per virgam
sc̄dm consuet̄ Manerii p̄dia' Tenementa
p̄dia' cum p̄t̄n sic ut in forma p̄d̄ re-
cuperat & totum jus Statum Titulu'
Clameum & Demand̄ sua quecunque ad
inde, ad opus & usum dicit̄ T. D. &
Hered̄ & Assign̄ imp̄petuum, qui quier̄
dem T. p̄sens hic in Cur̄ humiliter
petit se admitti ad p̄missa p̄dia' cum
p̄t̄n sc̄dm formā & effectū sursum
redd̄itionis p̄dia' cui Dñus Manerii
p̄dia' per Seneschall̄ suū p̄dia' concess̄
sit inde seisinā p virḡ Habend̄ & Te-
nend̄ sibi & Heredit̄ suis de Dño Ma-
nerii p̄dia' per redd̄it̄ servic̄ & consuet̄
inde

de prius debet & de Jure consuet
dat Dñs de fine, &c. & admissus est
de Tenens Sed fidelitas ejus re-
creatur quousq; &c. (he being an In-
m.)

A D hanc Cur testat est p Homagin
qđ A. B. unus customar Tenen
panerii pdia' venit & hic in plena &
perta Cur sursum reddi per virg in
han Dñd Han pdia' p Han R. C.
Gen Senesch sui Han pd' scdm cons
judem Han unum Camp vocat &c.
um ptin ad opus & usd R. W. Hered
Alg suoe impetuum Et modo ad
andm Cur ven pdia' R. W. in ppr
son sua & petit se admitti ad pmissa
um ptin cui Dñus p Seneschale suu
dia' concessit inde seisinā p virg Ha-
vend & Tenens pmissa pdia' cum ptin
idm R. W. Hered & Assign suis im-
perpetuum de Dño per virg ad volunt
Dñd scdm consuet Han pū p annuat
reddid &c. fidel Sea' Cur & al servie
de prius debet & de Jure consuet &
pro ingressu suo inde dat Dño de fine
pout patet in Margine, & fecit fidele-
tar & admissus est inde Tenens pro
fine, &c. Et postea ad hanc eandm Cur
ven W. P. Gen in ppr' persona sua &
querit vers pfar R. W. de plito Terre,
viz. de uno Campo vocat &c. cum ptin
pū & fecit ptestation ad pleguend que-
rel suo in forma & natura Brevis Dñe
Regin de ingressu super disseisin in le
post,

Another Re-
covery by
way of Sur-
render and
Admission,
&c.

The Plaine,
&c.

Process.

Appearance.

Count.

The Surren-
dere vouches
to warranty
the Surrende-
ror.

Who vouches
another.

post, &c. Et sunt pleg de pleg' quere
suam p'dia' in forma p'dia' viz. J. T.
& R. R. & per p'ces superinde ei fieri
vers' p'fat R. W. scdm consuet' Maner
p'di rector' &c. Et ei conceditur &c. Et
sup hoc p'di R. W. p'sens hic in Cur i
p'p'e persona sua gratis comperuit a
respondend' p'fat W. P. in plac' p'di &
superinde p'di W. P. petit vers' p'di R. W.
Ten'ta p'dia' cum p'tin' p' nomen uniu'
Campi voc' &c. cum p'tin' infra Juris
huius Cur ut Jus & hereditas suum
& in q' p'di R. W. non habet Inge ni
post disseisin quam H. H. inde injuste
sine iudicio fec' p'fat W. P. infra tri
ginta annos jam ult' elaps' &c. Et un
de dicit q'd ipsemet fuit seisir &c. (as in
the former Precedents) & inde p'duc' sec
tam, &c. Et p'di R. W. in p'p'e p'sona
ven' & defend' Jus suum quando, &c.
& voc' inde ad warrantum A. B. qui
p'sens est hic in Cur in p'p'ia p'sona sua
& gratis Tenem'ta p'di cu' p'tin' ei war
rant' &c. Et super hoc p'di W. P. petit
vers' ipsum A. B. Tenentem per war
rant' suam Tenem'ta p'di cum p'tin' in
forma p'di &c. Et unde dicit q'd ipsemet
seisir fuit, &c. (as before) to sextam, &c.
Et p'di A. B. Tenens p' warrant' suum
venit & defendit Jus suum quando, &c.
& ulterius voc' inde ad warrantum R. H.
qui similiter p'sens hic in Cur in p'p'e
persona sua, & gratis Ten'ta p'di cum
p'tin' ei warr' &c. Et sup hoc p'di W. P.
petit vers' p'fat R. H. Tenent' p' warr'
suam

suam Te
p'di &c. &
se &c. (a
R. H. T
defend' J
p'di R. H
Centis i
W. P. p
rius sup
super Ho
licenc' in
cima Ho
diei, &c.
est p'fat
Et po
horam
in p'p'e
solempn
contemp
Ideo c
W. P.
p'fat R.
Et q'd i
mar' p'd
lenc' &c
Et sup
habere
Tenem't
diriger
hic ind
dem di
W. P.
Cur' p
p'cept' i
habere

suam Centa p̄d cum pertin̄ in forma
p̄d Ec. Et unde dicit qđ ipsemet fuit sei-
sit Ec. (as before to sextam, Ec.) Et p̄d
P. H. Tenens per warr' suam ven̄ Et
defend' Jus suū quando, Ec. Et dicit qđ
p̄d P. H. non disseisibit p̄d W. P. de
Centis p̄d prout cum pertin̄, prout p̄d
W. P. p̄ Querel' Et Parr' suas p̄d supe-
rius supponitur. Et de hoc ponit se
super Homag' Ec. Et p̄d W. P. petit
licenc' inde interloq' hic usq; ad unde-
cima Hora ante Merid' nuj' instantis
diei, Ec. Et habet, Ec. eadem hora dat
est p̄fat P. H. essendi hic, Ec.

Who pleads
no Disseisin.

Plaintiff im-
parks.

Et postea scit ad hanc Cur' ad p̄d
Horam p̄d W. P. revenit hic in Cur'
in propria p̄sona sua, Et p̄d P. H. licet
solempniter exact' non revenit, sed in
contempe Cur' recessit Et default fecit.
Ideo considerat est per Cur' p̄d qđ p̄d
W. P. recuperet seisinā suam vers'
p̄fat R. W. de p̄missis p̄d cum pertin̄
Et qđ p̄d R. W. habeat de Terr' custo-
mar' p̄d A. B. infra hoc Maner' ad va-
lenc' Ec. Et idem P. H. in misericordiā Ec.
Et super hoc p̄d W. P. petit Precept' de
habere faciend' ei plenar' seisinam de
Tenementis p̄d cum pertin̄ ministro Cur'
dirigend' Et ei conceditur rezonabile
hic indilate, Ec. Et postea scit hoc eo-
dem die Et anno, Ec. ven̄ hic in Cur' p̄d
W. P. in propr' persona sua Et minister
Cur' p̄d certificat Cur' qđ ipse virtute
p̄cept' p̄d sibi inde direct' dicto die, Ec.
habere fecit p̄fat W. P. plenar' seisinā
de

Judgment per
Default.

Hab' fac'
Seisinam.

Seisin deli-
vered.

And Plaintiff
admitted.

Defendant's
Release to the
Plaintiff.

de Tenementis p̄ cum pertinē prout per
p̄cept p̄ sibi Mandat' fuit cui quidē
W. P. Dñs ad hanc Cur' concessit
etiam seisinā per virg de Tenētis p̄
Habend' & Tenend' p̄missa p̄ cum per-
tinē eidē W. P. Hered' & Assign' suis
imperpet' de Dño per virg ad volunt'
Und' scdm cons' Man' p̄ per annuat'
reddit, &c. fidelitas, scā Cur' & al ser-
vic' prius debet & de Jur' consuet' &
p ingressu suo inde dat' Dño de fine put-
patet in margine, & fecit fidelit' & ad-
missus est inde Tenens p̄ fine, &c.

Et postea ad eandem Cur' vener' p̄
H. W. A. B. & P. D. & remisaver' re-
laxaver' & omnino p̄ se & Hered' suis
imperpet' quiet' clamaver' p̄ W. P.
in sua plen' & pacifica possessione & sei-
sina existē totum Jus Titul' Clam'
Interesse & Demand' sua quecumq' q̄
unquam habuer' habent, seu quovis
modo in futur' habere poterint de aut
in Tenementis p̄ aut in aliqua inde
parcel ita qd nec ipsi nec eorū aliquis
nec Hered' alicujus eorū aliquid Jus
Statum Titul' Clam' Interesse seu
Demand' de aut in Tenem' p̄ aut in
aliqua inde part' habeant nec habere
debeant in futur' sed ad omnium oc-
cassione Juris Titul' Clam' Usus In-
teresse & Demand' inde petend' fuit ex-
clusi & quilibet eorū sit exclusus per
p̄sentes.

Et

Et possi
W. P.
& aper
in Man
Senesch
Maner
p̄dia' c
A. her
Et mo
in prop
mitti a
p̄ Sene
seisinā p
p̄dia' c
Assign
ad volu
per A
Cur' &
de jur
Dño d
fidel
— Et
p̄dia' &
plen' &
Virg i
Man
ejusdr
p̄dia' c
de, &c
pper—
p̄dia'
se adm
cui D
cessit i
Tenem

Et postea ad eandem Cur veni p̄dica' The Plaintiff
 W. P. in prop̄ p̄son sua, & in plen surrenders to
 & aperta Cur Sursumreddū per Virg one of the
 in Manu Dñi Man p̄dica' per man Defendants.

Seneschall sui p̄dica' sedm Cons ejusd
 Manerii omnia & singula premissa
 p̄dica' cum p̄t̄m Ad opus & usum p̄d
 A. heredi & assig suoꝝ imppetuum—

Et modo ad hanc Cur veni p̄d' A. B. His Admis-
 in prop̄ persona sua & petit se ad- sion there-
 mitti ad Tenementa p̄dica' cui Dñus upon.

p̄ Seneschal suum p̄dica' concessit inde
 seisd p̄ Virg Habend & Tenend Centa
 p̄dica' cum p̄t̄m eidm A. B. Heredi &
 Assig suis imperpet de Dño p̄ Virg
 ad volunt Dñi sedm Cons Man p̄dica'
 per Annual Reddū &c. fidel Sea'
 Cur & al Servie inde prius debet, &
 de jure consuet & pro Ingr suo Dat
 Dño de Fine prout patet, &c. & fecit
 fidel & admissus est inde Tenens &c.

— Et ulterius ad eandm Cur venit His Surren-
 p̄dica' A. B. in prop̄ p̄son sua, & in der to the o-
 plen & aperta Cur Sursumreddū per ther Defen-
 Virg in Man Dñi Manerii p̄dica' per dant.

Man Senesch sui p̄dica' sedm Con
 ejusdm Manerii omnia & sing Ten
 p̄dica' cum p̄t̄m ad opus & usum A. B.
 de, &c. Sen Heredi & Assig suoꝝ im-
 ppet— Super quo ad eand Cur veni
 p̄dica' A. W. in prop̄ p̄son sua & per
 se admitti ad Ten p̄dica' cum p̄t̄m
 cui Dñus per Senesch suum p̄dica' con-
 cessit inde seisd per Virg Habend &
 Tenend Ten p̄dica' cum p̄t̄m eidem

Admission
 thereupon.

**R. W. Hered & Alij suis imppetund
de Dño Ec. (as the Admission Supra.)**

Another
Form in Na-
ture of a Writ
of Right Pa-
tent.

Plaint, &c.

Precept to
summon the
Defendant.

Defendant
appears, &c.

The Plain-
tiff's Count
and Title.

Ad hanc Cur veni N. B. de, &c.
in prop^a psona sua & queritur
vers^{us} W. B. de plito Terr viz. de uno
Messuag^{io} &c. cum p^{ar}te in, &c. Tene de
isto Maner per Copiam Rotulo^m Cur
istius Manerii & fecit protest^{um} psequi
Querel suam p^{ar}te in forma & natura
Brevis Dñe Reg de Recto patene ad
Com Regem Scdm Cons^{uetudinem} Manerii
p^{ar}te in & inven^{it} Pleg de p^{ro}sequend^{um}
Querel suam p^{ar}te in hic in eadm Cur
Scilt J. D. & R. R. & petit process^{um}
superinde sibi fieri vers^{us} p^{re}fat^{um} W. B.
scdm Cons^{uetudinem} Manerii p^{re}dia^m Ideo
scdm Cons^{uetudinem} Manerii p^{re}dia^m Precept^{um}
fuit J. S. Ballivo Manerii p^{re}dia^m
ac Ministro Cur illius quod Sumo-
neat p^{re}diet^{um} W. B. ita quod sit hic ad
prox Cur Manerii p^{re}diet^{um} scilt Die,
&c. tenend^{um} ad Respond^{um} p^{re}fat^{um} N. B.
de placito p^{re}diet^{um} & tunc quod habeat
ibid^{em} nomina Sumoniter & hoc Pre-
cept^{um} Et idem Dies dat^{ur} est Petenti
hic essend^{um} &c. Et modo scilt ad hanc
Cur veni p^{re}fat^{um} W. B. in prop^a per-
sona sua, & in plen^a Cur hic gratis se
obtulit ad respond^{um} p^{re}fat^{um} N. B. de
plito p^{re}diet^{um} & bon^{um} sum^{um} suos, scilt
J. D. & R. R. scdm Cons^{uetudinem} Manerii
p^{re}diet^{um} Et super hoc modo ad hanc
Cur p^{re}diet^{um} N. B. scilt in prop^a psona
sua veni & petit vers^{us} p^{re}fat^{um} W. B. Mes-
suag^{ium}

suag^{ium} &
dict^{um} te
tulod^{um}
suam,
scilt^{um}
Dñico
Cons^{uetudinem}
Dñe
ad va
suum
& defe
fina
feodo
nemer
&c.
Dñe
p^{re}d^{ictum} &
ipse
p^{re}diet^{um}
p^{re}di
cum
Et p
terlo
rid e
horo
lend^{um}
veni
p^{re}di
& p
non
ress^{um}
fuet
Cur
in
p^{re}di

suag &c. p̄dict' cum p̄tin in, &c. p̄dict' tent' de isto M̄an p̄ Copiam Rotulor' Cur illius ut Jus & hereditat' suam, & unde dicit quod ipsemet fuit seisi' de Ten' p̄dict' cum p̄tin in Dñico suo ut de feodo & Jure scdm Cons M̄an p̄dict' Temp' pacis temp' Dñe Reg' nunc capiend' inde Exples ad valenc' &c. Et quod tale sit Jus suum offert' &c. Et p̄dict' W. B. ven' & defendi Jus suu' quando, &c. & seisinā ejus, de qua seisinā, &c. ut de feodo & Jure, &c. & maxime de Tenementis p̄dict' cum p̄tin & totum, &c. Et ponit se super Homag' p̄diti' Dñe Reg' cum p̄dict' scdm Cons M̄an p̄d' & petit Recognicōem fieri utrum ipse majus Jus habet tenend' Centā p̄dict' cum p̄tin sicut ille tenet, (vel) p̄dict' A. B. habend' p̄dict' Centā cum p̄tin sicut ille supra petit, &c. Et p̄d' A. B. petit Licenc' inde interloq' usq; hora undecimā ante merid' ejusd' Diei & habeat, &c. eademq; hora dat' est p̄fatus W. B. hic adelsend' &c. — Et postea idem A. B. revenit hic in Cur isto eodm Die ad p̄dict' Horam, in prop̄ persona sua & p̄d' W. B. licet solempni Cract' non reven' sed in contempt' Cur recess' & Defalt' fecit' Ideo scdm Consuet' M̄an p̄dict' Considerat' est per Cur quod p̄dict' A. B. recuperet seisinā suam vers' p̄dict' W. B. de Ten' p̄dict' cum p̄tin scdm Cons M̄an p̄dict'

The Defendant's Bar.

Plaintiff Imparls.

Defendant makes Default.

Judgment.

Plaintiff ad-
mitted.

Defendant
Surrenders
and Releases
to the Plain-
tiff with War-
ranty.

dict' tenend' eidem A. B. & hered' suis
scdm Cons dicti Man' quiet de pdict'
W. B. & hered' suis imperpet & idem
W. B. in Man' &c. Et modo ad ist'
Cur Dñus in execucon' Iudicii & re-
cupacon' pdict' p Senescall' suum con-
cessit p'fato A. B. de Centis p'edict'
cum p'tin' seisin' Tenend' sibi hered' &
assig' suis p virg' ad volunt. Dñi scdm
Cons Man' pdict' & fecit inde Dño
fine & fidel' & admis' est inde Te-
nens— Et postea scist ad istam eand'
Cur pdict' A. B. ad tunc p'sens exis-
tens ven' & pdict' W. B. sursumred-
didit in Man' Dñi Ten' pdict' cum p-
tin' ad opus & usum pdict' A. B. he-
red' & assig' suod' imperpet Et ulte-
rius p'fat' W. B. remisit relaxabit, &
omnino pro se & hered' suis imperpet
quiet clam' p'fat' A. B. hered' & Assig'
suis in sua plena & pacifica possessione
& seisina existen' Die confectio' p'sen'
scdm Cons dicti Man' de & in Cen-
p'd cum p'tin' totum Jus Stat Titul'
Clam' Interes' seu Demand' sua que-
cunq; que unquam habuit habet seu
quovismodo in futur' habere poterit de
aut in Cen' pdict' cum p'tin' aut ali-
qua p'cell' eorund' ita vidit quod nec
p'fat' W. B. nec hered' sui aut aliqui
eod' aliquod Jus Stat Tit' Clam'
Interesse seu Demand' de aut in Cen-
pdict' cum p'tin' suis nec in aliq' p'cell'
eorund' de cetero exiger' clamer seu vin-
dicar' poterint nec debent in futur' sed
ab

ab omni
Interes'
perpet
exclusu
preterea
hered'
Centa
hereditib'
in perp

S. J.
ejus de
suag de
in H.
& fecit
istam i
H. de t
ad Coe
sequen
pdict'
cess' su
Man'
ejus,
lius a
hom'
Sub-A
stro C
sum p
catoz
nerii
pdict'
de pd
p'fat'
p'or'
quam

ab omni actione Juris Tituli Clamei
Interesse & Demandi inde petendi im-
perpet sit exclusi & quilibet eorum sit
exclusus imperpet per presentes. Et
preterea p̄fat. W. B. concessit pro se &
heredibus suis quod ipse Warrantizet
Centa p̄dicta cum p̄tino p̄fat. A. B. &
heredibus suis contra omnes homines
in perpetuum.

S. J. queritur vers. D. f. & B. ux'
ejus de p̄lito Terr. viz. de uno Mes-
suag. duobus Cottag. &c. cum p̄tino
in H. infra Jurisdictionem hujus Cur.
& fecit protestatione prosequi querelam
istam in forma & natura Brevis Dñe
R. de forma Donatois inde remanere
ad Coem. Regem, & inven. p̄leg. de p̄-
sequendo querel. ill. in forma & natura
p̄dicta viz. J. D. & R. R. & petit p̄-
cess. superinde sibi fieri sc̄m consuet.
Man. p̄dicta vers. p̄dicta D. & B. uxor
ejus, &c. Ideo sc̄m Cons. Man. il-
lius a tempore cujus contrax. Mem.
homo non existit usitat. Precept. est
Sub-ballivo Manerii p̄dicta ac Mini-
stro Cur. p̄dicta quod sumoneat p̄ bonos
sum. p̄dicta D. & B. quod sint cor. Se-
natores Cur. p̄dicta ad p̄xor. Cur. Ma-
nerii p̄dicta Die, &c. apud Manerium
p̄dicta tenend. ad respond. p̄fat. S. J.
de p̄dicta p̄lito, &c. Idem dies dat. est
p̄fat. S. J. hic, &c. — Ad quam quidam
p̄xor. Cur. vener. tam p̄dicta S. J.
quam p̄dicta D. & B. per J. R. at-

A Plaint and
Protestation
in Nature of
a Formedon.

Process
pray'd.

Precept to
summon the
Defendants.

Defendants
appear by At-
torney.

Plaintiff
Counts.

His Title.

toꝝd suu & p̄dia' Minister Cur p̄dia'
Retozn hic in Cur quod ipse virtute
Precept p̄dia' sibi direct' sum p̄dia' D.
& B. per bon' sum viz. p J. D. &
B. R. essendi hic ad hanc Cur ad re-
spondi p̄lat S. J. de plito p̄dia' p̄out
sibi p̄ceptu fuit &c. Et super hoc
p̄dia' S. J. petit vers' p̄dia' D. & B.
Tenementa p̄dia' cum p̄tin ut Jus &
hereditatem sua dicendo qd quidem
W. J. fuit seistus de Tenementis
p̄dia' cum p̄tin in Dñico suo ut de
fredo ad volune Dñi scdm Cons Ma-
nerii p̄dia' & sic inde seistus existens
scdm Cons Manerii illius a tempore
quo non existit memoria usitat & ap-
probat ad Cur Manerii p̄dia' tenē
apud, &c. infra p̄cina' Manerii p̄re-
dia' Die, &c. Anno, &c. per J. B. &
C. R. Deputat Ballivi Manerii p̄re-
dia' in p̄sentia f. C. T. S. B. I. &c.
tunc Tenend Dñi Manerii p̄dia' sur-
sumreddidit in Manus Dñi Tene-
menta p̄dia' cum p̄tin ad opus & usum
eiusdam M. tunc uxoris p̄d' W. J.
tenend ad term vite sue & post decel-
sum ejusdm M. p̄dicta Tenementa
cum p̄tin integra remanerent cuidam
J. J. filio P. J. fratris p̄dia' W. J.
& heredibus de corpore suo ltime pro-
creat Et pro defectu talis exitus ejus-
dem J. p̄dicta Tenementa cu p̄tin
integre remanere cuidam E. J. filie
p̄dia' W. tenend sibi & heredibus de
corpore suo ltime procreat & pro de-
fectu

fectu ta-
nemen-
rectis
dibus
jus qu-
sciat
ptin in
mento
nerii p̄
dia' R
volene
p for-
Cons
quod
menti
de fer-
Cons
reddi-
Dñe
plet a
post r
p̄dia'
corpo
Jus
p̄dia'
S. J.
hered
W. J.

S
ejus
suag-
risd
stac
form

fectu talis exitus ejusdem E. p̄dici Tenementa cum p̄tina integre remanere rectis heredibus p̄dici W. J. & heredibus suis imperpetuum. Virtute cuius quidam sursumredditiis p̄dici M. scilicet fuit de Tenementis p̄dici cum p̄tina in Dñico suo ut de libero Tenemento ad volun̄t Dñi scdm̄ cons̄ Manerii p̄dici tempore pacis tempore p̄dici Rñe &c. capiendo inde Explet ad volun̄t &c. & de ipsa M. remansit Jus p̄ forma sursumredditiis p̄dici scdm̄ Cons̄ Manerii p̄dici J. J. p̄dici per quod idem J. fuit scilicet de Tenementis p̄dici cū p̄tina in Dñico suo ut de feodo talliato ad volun̄t Dñi scdm̄ Cons̄ Manerii p̄dici per forma sursumredditiis p̄dici tempe pacis tempore Dñe Rñe nunc, &c. capiendo inde explet ad Valentiam, &c. & de ipso J. post mortem p̄dici E. (eo quod uterq̄ p̄dici J. & E. obierunt sine herede de corpore suo itine procreat) remansit Jus per formam sursumredditiis p̄dici scdm̄ Cons̄ Manerii p̄dici isti S. J. qui nunc petit videt ut filio & heredi E. J. fratris & heredi p̄dici W. J. & inde producit sextam, &c.

S. D. queritur id B. M. & F. ux' ejus de plito Terre videt de uno Mesuagio, &c. cum p̄tina in U. infra Jurisdictionem hujus Curie & fecit protestacionem prosequi querelam suam in forma & natura brevis Dñe Rñe Assise mortis

Another
Plaint, &c.
in Nature of
an Assize de
Mort d'ancester.

Precept to
summon a
Jury, &c.

mortis antecessoris ad com' Regem, &c.
& petit processum p eo fieri scdm Cons
hujus Manerii in forma & natura
brevis pdia' dirigend Ballivo & Mi-
nistris hujus Curie — Ideo pre-
ceptu est, &c. quod iidem Ballivus
& Ministri p Mandat & Precept Dñi
hujus Manerii & scdm Cons ejusdm
Manerii sumoniant p bonos Sumoni-
tores 12. probos & legales hom' de ho-
magio hujus Manerii qd sint coram
Seneschallo ejusd Manerii ad pr' Cur
infra Maner illud tenend parati sup
Sacramentum recognoscere si C. D.
pater pdia' S. fuit seist' in Dñico suo
ut de feodo ad volunt Dñi scdm Cons
Manerii istius die qua obiit de & in
uno Messuagio, &c. de Terr customae
hujus Manerii vocat C. in L. infra
Jurisdiction hujus Cur die quo obiit
& si idem C. obiit infra 40. Annos
jam ulc elaps Et si pdia' S. sit pro-
pinq' Heres pdia' C. & interim
Terras & Tenementa videant Et qd
sumoneant p bonos sum pdia' B. &
F. qui easdm Terras & Tenementa
nunc tenent quod sint ibi ad audiend
recogn Et pdia' S. inven Pleg ad
prosequend Querela sua pdia' J. D.
& R. R.

Pledges.

Defendant
pleads in Bar.

Et modo hic ad hanc Cur venit pd
B. M. & F. ux' ejus in propria per-
sona sua, & pdia' B. dicit quod pdia'
C. Pater dia' Quer non fuit seistus
in

in Dñico
Dñi scdm
quo obiit
ptm mo
Quer pz
quod inc
Quer sin

Certain

W.
ritur vo
fecit P
in natu
Patent
Cons I
bonas
fend ad
die) ad
habeas
— W

W.
pdia' &
&c. (u
Sumo
gales
quod s
prox'
prox'
diei p
Pater
suo u

in Dñico suo ut de feodo ad volunt.
Dñi scdm Cons hujus Manerii die
quo obiit de pdia' Messuag &c. cum
ptm modo & forma prout per pdia'
Quer prius supponitur, & hoc petit
quod inquiratur p' Alsam, Et pdia'
Quer similiter, &c.

Issue.

Certain Processes, &c. referr'd to at
Page 297.

W B. Seneschal Ballivo Manerii pdia' Saltm A. B. queritur vers' C. D. in plito Terre, & fecit Protestatione sequi querela ista in natura Brevis Dñe Rñe de feodo Patenti; Ideo tibi precipio qd scdm Cons Manerii illius Sumoneas per bonas Sumonitores pdia' C. D. essendi ad pror' Curia ibid tent (tali die) ad respondend in plito pdia' Et habeas ibi hoc Preceptum &c. Dat &c.
— Vide the Precepts ante.

Precept to
summon the
Defendant to
appear, &c.

W B. Seneschal Ballivo Manerii pdia' Salutem Quia A. B. queritur &c. (ut supra) to Sumoneas p' bonos Sumonitores duodecim liberos & legales homines tenentes Manerii pdi quod sint cora me pdia' Seneschal ad pror' Cue ibid tenend viz. Die, &c. pror' futur ad horam, &c. ejusdm diei parat Sacrament recogni si C. B. Pater pdia' A. B. fuit scist in Dñico suo ut de feodo de duobus Messuag &c.

Precept to
summon a
Jury to try a
Cause.

Et. cum p̄m̄ in, &c. infra Juris-
dictioem hujus Curie die quo obiit &
si obiit infra quadraginta Annos jam
ult' elaps' & si idm̄ A. B. sit propin-
quior heres ejus, & interim p̄dica' duo
Messuag' videant & nomina eorū im-
breviari fac Et sum per bonū Sumon
p̄dica' C. & D. qui p̄dica' Messuag' &
Tere nunc tenent qđ tunc sint ibi au-
ditur illa' Recogn' & habeas ibi
Sumon & hoc Precept Dat &c.

Precept to
deliver Pos-
session on a
Recovery.

W. B. Seneschal Manerii p̄dica'
Balliva ejusdem Salutem, Scias
quod A. B. in Curia tenta (tali die,
&c.) p̄ consideracioem ejusdm̄ Cur' re-
curavit seisinā suam vers' H. K. de
oao acris Tere cum p̄m̄ in U. infra
Jurisd' Manerii p̄dica' per defaultam
p̄dicti H. K. Et ideo tibi precipio qđ
plenar seisinā de Centis p̄dica' cum per-
tin' sine dilacōne Habere facias seisi-
nam, & habeas ibi hoc precept & qua-
liter Executionem inde fecisti, Dat
&c.

A Table of
Com

FOR
For a
For every
For ever
or Att
For ever
or Att
For a Bo
For ente
ry Na
For entr
For a C
ration
For allo
For a C
So for a
of ev
joind
For en
Defa
For ev
For ev
in C
For a
Ret
For en
For ev
faci

A

A Table of Fees on Proceedings in a
Court-Leet, or Court-Baron.*The Steward's Fees.*

l. s. d.

FOR entring a Plaint	00	00	08
For a Warrant of Attorney	00	00	04
For every other Warrant	00	00	08
For every general <i>Distringas</i> } or Attachment ————— }	00	00	08
For every special <i>Distringas</i> } or Attachment ————— }	00	01	06
For a Bond for Appearance	00	01	00
For entering the Effoins, every Name ————— }	00	00	04
For entring an Imparlance	00	01	00
For a Copy of every Declaration ————— }	00	01	00
For allowing of every Answer	00	01	00
For a Copy of every Answer	00	01	00
So for allowing, or Copying } of every Replication, Rejoinder, &c. }	00	01	00
For entring every Rule, or } Default, or Nonsuit }	00	00	04
For every <i>Subpœna</i> for Witnesses	00	00	08
For every Oath administered } in Court ————— }	00	00	04
For a <i>Venire Facias</i> 2 s. and for } Return thereof 2 s. ————— }	00	04	00
For entring a Judgment	00	02	00
For every <i>Fieri facias</i> , or <i>Scire facias</i> ————— }	00	02	00

For

Of Courts-Leet,

For every <i>Superfedeas</i>	00	02	04
For a Transcript upon a Plaint and Allowance	}	00	01 08
For allowing a Writ of false Judgment ———			

The Attorney's Fees.

For his Appearance ———	00	02	00
For Drawing every Declara- tion, Plea, Replication, Re- joinder, Rebutter, &c.	}	00	01 00
For every Court-Day while the Action depends ———			

The Bailiff's Fees.

For executing every Sum- mons of the Plaintiff ———	}	00	00 04
For executing each Summons of the Defendant ———			
For executing a <i>Distringas</i> or Summons of the Plaintiff	}	00	00 04
But if of the Defendant			
For every <i>Venire facias</i> ———	00	02	00
And (if tried) for the Return	00	02	00
For every <i>Fieri fac. Scire fac.</i> or <i>Replevin</i> ———	}	00	02 00
To the Jury— each Man	00	00	08

See more of Fees, Pag. 42, 43.

Anno

Anno

An Act for
all Sop
Britain
&c. a
stamp'd
per, &

AND the
there sha
and paid
Majesty,
the severa
after men
Times, w
Thirty tw
the First
our Lor
printed,
pective
Sums of
in Mann

For ev
Parchm
upon w
ten, wic

Anno 10mo Annæ Reginae.

An Act for laying several Duties upon all Sope and Paper made in Great-Britain, or imported into the same, &c. and upon several Kinds of stamp'd Vellom, Parchment, and Paper, &c.

AND moreover be it enacted by the Authority aforesaid, That there shall be raised, levied, collected, and paid, to and for the Use of Her Majesty, Her Heirs and Successors, for the several and respective Things herein after mentioned, which at any Time or Times, within, or during the Term of Thirty two Years, to be reckoned from the First Day of *August*, in the Year of our Lord, 1712; shall be engrossed, printed, or written, the several and respective Rates, Duties, Charges, and Sums of Money herein after expressed, in Manner following; That is to say,

For every Skin or Piece of Vellom or Parchment, or Sheet or Piece of Paper, upon which shall be engrossed or written, within or during the Term last mentioned,

tioned, any Surrender of, or Admittance to any Copyhold Land or Tenement within those Parts of *Great-Britain* called *England, Wales*, and the Town of *Berwick upon Tweed*, or any Grant or Lease by Copy of Court-Roll, or any other Copy of the Court-Roll, of any Honor or Manor within the same Parts of *Great-Britain*, or any of them, (other than and except the Original, to the Use of a Will, and the Court-Roll, or Book, wherein the Proceedings of the Court are entred or enrolled) the Sum of Two Shillings and Three Pence Sterling.

And be it further enacted by the Authority afore said, That for the better and more effectual Levying, Collecting, and Paying unto Her Majesty, Her Heirs and Successors, the said several Duties hereby granted and made payable for, or in respect of the said several and respective Matters and Things to be engrossed, or written, as afore said; the same shall be under the Government, Care, and Management of the Commissioners for the Time being, appointed to manage the Duties payable to Her Majesty, Her Heirs and Successors, and charged on stamp'd Vellom, Parchment, and Paper, who, or the major Part of them, are hereby required and impowered to employ the necessary Officers under them for that Purpose, and to cause all such further new Stamps to be provided,

to denote
shall be
Things
for the p
with rela

And i
the Auth
lom, Pa
which a
ral and
shall, fro
August r
or writte
or Writ
Office fo
lom, Pa
same Co
by their
shall, an
and requ
them ma
from Tim
as this
Parcels o
he or th
neral of
being, o
the Use
Successo
for the
other P
lay; v
thereup
be a fu

to denote the Duties last mentioned, as shall be requisite, and to do all other Things necessary to be by them done, for the putting this Act in due Execution with relation to those Duties.

And it is hereby further enacted by the Authority aforesaid, That all Vellom, Parchment, and Paper, upon which any of the last mentioned, several and respective Matters and Things shall, from and after the said First Day of *August* 1712, be respectively engrossed, or written, shall before such Engrossing, or Writing, be brought to the Head Office for Stamping or Marking of Vellom, Parchment and Paper, and the same Commissioners by themselves, or by their Officers employed under them, shall, and they are hereby impowered and required forthwith, upon demand to them made by any Person or Persons, from Time to Time, to stamp or mark, as this Act directs, any Quantities or Parcels of Vellom, Parchment, or Paper, he or they Paying to the Receiver-General of the Stamp Duties for the Time being, or to his Deputy or Clerk, for the Use of Her Majesty, Her Heirs and Successors, the respective Duties payable for the same by this Act, without any other Fee or Reward, and without delay; which Stamp or Mark to be put thereupon in Pursuance of this Act, shall be a sufficient Discharge for the several
and

and respective Duties hereby payable for the said Vellom, Parchment and Paper, which shall be so stamped or marked.

And be it further enacted by the Authority aforesaid, That if any Person or Persons, or Corporation, shall, from and after the said First Day of *August* 1712, within, or during the Term last mentioned, write, engross, or cause to be written or engrossed, or Sign any of the last mentioned several and respective Matters and Things before the Vellom, Parchment, or Paper whereupon the same shall be respectively engrossed, or written, shall appear to have been so duly stamped or marked, as aforesaid, That then every such Person or Corporation, so offending in any of the Particulars before-mentioned, shall for every such Offence, forfeit the Sum of Ten Pounds, together with full Costs of Suit; and every Steward or other Officer, or his Deputy, offending herein, and being convicted of any such Offence, shall (over and besides the Forfeiture or Penalty aforesaid) forfeit and lose his Office and Employment, and be incapable to hold the same; and that if any of the said several and respective Matters and Things, so to be engrossed or written, as aforesaid, shall, during the Term last mentioned, be written or engrossed, contrary to the true Intent and Meaning hereof, upon Vellom, Parchment, or Paper,

Paper,
stamped
That
there sh
her M
(over a
able) f
respect
and tha
be avai
ven in
Court,
hereby
Pounds
her M
and a
der th
for the
ties, o
til the
which
ten or
stampe
true M
ceiver
are he
Payme
payabl
said S
ceipt
proper
to ma
with
in tha

Paper, not appearing to have been duly stamped or marked according to Law, That then, and in every such Case, there shall be duly answered, and paid to her Majesty, Her Heirs and Successors (over and above the Duties hereby payable) for every such Matter and Thing respectively, the Sum of Five Pounds; and that no such Matter or Thing shall be available in Law or Equity, or be given in Evidence, or admitted in any Court, unless as well the said Duties hereby charged, as the said Sum of Five Pounds, shall be first paid to the Use of her Majesty, Her Heirs or Successors, and a Receipt produced for the same under the Hand of the Receiver-General for the Time being, of the Stamp Duties, or of his Deputy or Clerk, and until the Vellom, Parchment, or Paper, on which such Matter or Thing is so written or ingrossed, shall be marked or stamped, according to the Tenor and true Meaning hereof; and the said Receiver-General, and his Deputy or Clerk, are hereby enjoined and required, upon Payment or Tender of the said Duty, payable by Vertue hereof, and of the said Sum of Five Pounds, to give a Receipt for such Money; and the other proper Officers are thereupon required to mark or stamp such Matter or Thing with the proper Mark or Stamp requisite in that behalf.

K k

By

By an Act passed, *Anno Duodecimo, Annæ Reginaë*, entituled, *An Act for granting to her Majesty Duties upon Malt, &c. and for explaining a late Act in relation to stamp Duties on customary Estates, &c.* It is declared and enacted, That no Copies of any Surrenders or Admittances to Custom-Right, or Tenant-Right Estates, not being Copyhold, which pass by Deed, Surrender, and Admittance, or by Deed and Admittance, ought to be stamped, nor were they ever designed or intended, nor ought they to be deemed or construed to be within the Meaning of the said Act.

THE

THE TABLE.

A.

Actions tried in a Court-Baron, 64, &c.
and see the several Actions,
Page 165 to 211

How brought, &c. 219, 220

Admissions. [Vide pag. 40, 41.]

Of one in Fee, on Death of his Father
Tenant for Life, with a Surrender by
the Mother of her Estate, 280

Of one in Fee on a Surrender at a Spe-
cial Court-Baron, 326

Of one in Fee on Death of Two Tenants
for Life, and one Remainder in Tail,
according to a Will, 291

Of one on a Surrender to the Use of him-
self for Life, Remainder to his Wife for
Life, Remainder to uses in his Will,
381

An Admission for Life upon a Will, 450

Of one in Fee, who surrenders to the
Use of his Will, 395, 396
Of

The TABLE.

Of one in Fee to Lands mortgaged and forfeited,	Page 378, <i>vide</i> 462
Of one in Fee to a Parcel of Wood on a Surrender,	301
Of an Infant on a Surrender of Tenant in Tail, general, &c.	294, <i>vide</i> 353
Of an Infant by his Guardian, on the Death of his Brother, &c.	345
Of an Infant on Death of his Mother, by his Father as Guardian,	460
Of an Infant, Daughter, and a younger Son, by Attorney, &c.	363 & 445, <i>vide</i> 406 & 460
Of an Infant in Fee on a Conditional Surrender.	Note 435
On a Surrender in Consideration of Marriage,	441, 443
See other Admissions on Surrenders,	390, 395, 417, 419, 430, 459
Of an Heir on Death of a Coparcener,	322
Of Coheirs on a Partition,	394, 395, <i>vide</i> 464
See other Admissions of Heirs,	321, 320, 357
And of Coparceners,	394, 395, <i>vide</i> 322
Of a Widow, on a Forfeiture for Non-payment of Money,	379
See other Admissions of Widows on Descents, &c.	433, 434
Of Husband and Wife on Devises, Surrenders, &c.	372, 418, 443
An Admission to a Reversion,	457
Admissions on Recoveries. (<i>Vide</i> Recoveries, and pag. 289)	

Admiss-

Admi

Aliena

Amer

Appea

Appor

into

Attac

Attorn

&c.

Auth

B

Baron

By L

C

Who

The

Cour

ti

The

The

A f

Th

C

The TABLE.

Admissions presented. <i>Vide</i> Presentments	
and Page 365, 384, &c.	
<i>Alienations</i> of free and customary Tenants,	307, 308
<i>Amerciaments</i> , 291, 293, 374, 381. <i>Vide</i>	
<i>Defaulters</i> and Presentments.	
<i>Appearances</i>	225, 157
<i>Apportionment</i> by the Homage of the Rent,	
inter Two Copyholders,	417
<i>Attachments</i> .	<i>Vide</i> 139, 226. 172
<i>Attornies</i> and Letters of Attorney, Fees,	
&c.	45, 143, 225, 236
<i>Authority</i> of the Lord and Steward,	60

B.

B <i>Ankrups</i> , Copyhold-Lands within the	
Statute of Bankrupts.	
<i>Baron</i> and <i>Feme</i> admitted, &c.	364, 414,
	418, 443, <i>Vide</i> 161
<i>By Laws</i> ,	111, 114, 135, 136, 381

C.

C <i>Asse</i> Actions thereon,	191, 239 to 252
<i>Courts-Leet</i> , what,	1
Who are bound to do Suit there,	3
The Charge in a <i>Court-Leet</i> ,	6
<i>Court-Baron</i> , its Original and Constitu-	
tion,	19, 49, 52, &c.
The Officers, &c. attending there,	55
The Charge in a <i>Court-Baron</i> ,	24, 35
A special <i>Court-Baron</i> held,	326
The Difference between a <i>Court-Leet</i> and	
<i>Court-Baron</i> ,	56
K k 3	See

The TABLE

See Proceedings on Actions in a Court.	
<i>Baron,</i>	Page 165 to 279
Coparceners,	322, 394, 395
Of Copies of Court-Rolls	70
Copyholders impleaded, &c.	153 to 155
Of Copyhold Fines,	149 to 153, 329, 331
Of Commons and Commoning,	26, 131 to 139
Of Customs,	111, 112, 125, 126, 129, 149 to 160

D.

D <i>Eath</i> of Tenants presented,	307 to 322, 330, 337, 343, 352, 357, 358, 364, 377, 389, 403, 405, 410, 464.
<i>Debt</i> , of Actions of Debt,	185, 232 to 240
<i>Declarations</i> ,	232 to 256, 173
<i>Defaulters</i> amerced,	290, 293, 306, 327, 337, 348, 354, 374, 377, 389, 393, 398, 404, 409, 428, 432, 449, 454, 462
<i>Deliverance</i> , second Deliverance, and	
<i>Gage Deliverance</i> ,	92 & 96
<i>Demurrer</i> ,	179
<i>Detinue</i> (Action)	200, 252
<i>Devifes</i> ,	367, 372
<i>Distresses</i> ,	72 to 100, & 135, 224
<i>Distringas</i> ,	226

E.

E <i>Scheats</i> charged to be inquired, &c.	25, 140
<i>Essoins</i> and <i>Plaints</i> , how entred in the	
<i>Steward's Paper</i> ,	22
	<i>Essoin.</i>

Essoin. C
Page
Estreats.

Esstrays.
Execut

F *Ees*
Fines C
paid
hold
Fines :

Forfeir
Ferne
Fieri

G
Gua
In

H
I

The TABLE.

<i>Essoin. Custom. Tenen. & de Comun. Essoin,</i>	
Page 290, 306, 327, 337, 348, 369, &c.	
<i>Estreats, how made up at a Court-Leet,</i>	
	14, 15
<i>Estrays,</i>	105, 106
<i>Executions,</i>	100, 220, 221

F.

F <i>Ees payable to the Steward, &c. at a</i>	
<i>Court-Baron,</i>	42, 43. and in <i>Fine.</i>
<i>Fines Comon. de certo Letæ, and of Defalters</i>	
<i>paid to the Lord, 290, 352. Vide Copy-</i>	
<i>hold Fines.</i>	
<i>Fines and Amerciaments,</i>	115, 353, 406, 464.
	Vide 115 to 123
<i>Forfeiture of Copyholds,</i>	155 to 165
<i>Feme Coverts. Vide Baron and Feme.</i>	
<i>Fieri Facias,</i>	128, 129

G.

G <i>Age Deliverance,</i>	96
<i>Grants of Stewardships,</i>	45
<i>Guardianship of Infants granted. Vide</i>	
<i>Infants, & 295, 345, 406, 437, 461</i>	

H.

H <i>Erriots payable, 123 to 131. Vide 350</i>	
<i>Husband and Wife. Vide Baron and</i>	
<i>Feme.</i>	

The TABLE.

I.

In^fants admitted, &c. <i>Vide</i> Guardian, <i>Imparlances</i>, &c. 177. <i>Vide</i> the Pleadings in Fines, &c. Issues tried, &c. Judgment, Jurors challeng'd, &c. Information by the Steward, of a Surrender made by one, in <i>Extremis</i> to his Wife for Life, Remainder to his Two younger Sons and their Heirs, and that the Survivor should have it in Fee, The like of a Surrender of a Reversion to uses, with divers Remainders, Informations by the Homage, viz. Of De- falters, Deaths, Devises, Alienations, Surrenders, Of an Abatement, Entry and Intrusion, Of a Surrender to the Use of another in Fee, who Surrenders to Use of himself and Wife, and the longest Liyer, and to the Heirs of the Husband for ever, Of an Admission on a Surrender, Of the Death of a Widow, with Procla- mations for the Heir, Of the Death of one Widow, and Ad- mission of another by Attorney,	352, 353, 363, 406, 437 177. 68, 69, 71 278 215, 216 of a Surrender to his Wife Two younger 317, 318 of a Reversion 319 306 to 315, 321, 327, 331 to 357 315 417, 418 417 429 433
---	---

Of

The TABLE.

Of conditional Surrenders, Page 314, 431,

434, 467

Of a Surrender by Tenant for Life, Re-
mainder to his Right Heirs in Fee,

309, 310

L.

L *Evare facias*, 66, 228
Two Licences to cut Trees, &c.

416

Licence for a Foot-path, and a Lease
thereof,

304

Lord and Steward, their Authority, 60, 61

Vide 55

Lord a Trespassor,

211

M.

M *Anors*, their Antiquity, Definition,
and Division, 49, 51

Marriage Consideration, 312, 441, 443

Mortgages of Copyhold-Lands, 378, 401

N.

N *ON sum informatus*, & *Nibil dicit*,
181

Nonsuit, &c. 176

O.

O *Aths* to be administred in a Court-Leet,
Vide 4, 5, 15 to 18

Oaths

The TABLE.

Oaths to be administred in a *Court-Baron*,
Page 23, 41

Oath made, That the Tenant was alive,

Officers elected, as Constables, Wood-
wards, Aleconners, &c. 293, 351

P.

P *Arco fracto*, 80

Presentments of Offences, viz.

Of a Constable making Default, a com-
mon Drunkard, digging on the Com-
mon, or Waste, &c. 291, 338

Disorderly House, common Tipler, 293

An Abatement, Intrusion, &c. 315

For Destroying, Surcharging, Digging,
&c. the Common, 339

For cutting Furze, destroying the Her-
bage, not repairing a Gate, letting it
fall down, erecting a Smith's Forge,
and not scouring a Gutter, 340, 341, 359

For obstructing a Water-course, inclosing
a Way, felling Wood, 350

Cutting and carrying away a Tree, in-
closing the Waste, 355

Erecting a Calves Coop, &c. 447, 448

For keeping Ale-Houses, erecting Cot-
tages, inclosing the Waste, &c. *Vide*

452, 453, 454

Of a Widow for making Default for ma-
ny Years, 381

See also 397, 429, 439
Other

The TABLE.

Other Matters presented. <i>Vide</i> Admissions, Deaths, Surrenders, &c.	
Presentments of Money paid or not paid,	Page 334, 335, 336
How Presentments, &c. are to be entered,	21
See more of Presentments,	147, 148
Pleas in Bar, &c. 179, 211, 239, 256 to 279	
Proclamations, 305, 376, 389, 390, 398,	405, 429, 439, 444
Precepts, viz. to seize,	316
To appear,	225, &c. in Fine.
Proprietary probanda.	93 to 96

R.

R <i>Eplevin</i> . See the Nature thereof, and Proceedings therein, From 83 to 102	
Recaption,	97
Recoveries, several Forms of Common Recoveries, 282, &c. 296, &c. 421, &c. à 468,	ad finem, & vide 47
Releases, a Release by the Mortgagee to the Mortgager of 120 <i>l.</i> lent on his Lands,	401
Rescous,	80
Rent arrear,	95, 101
Rental of a Manor, how made up,	44
Returns of Process,	230, 231
Rules to be observ'd by the Steward of a Court-Baron, concerning Deaths, Surrenders, Admittances, &c. 15, 16, 17, 21	

S.

The TABLE.

S.

Satisfaction acknowledg'd on a Surrender (Conditional) 411, 412
 Seizure of Copyhold on the 3d Default, 376. Vide 316
 Slander (Action) 250, 276, 193
 Stile of a Court-Baron, with Directions to the Steward, 21

Surrenders absolute, viz.

By the Son to the Mother, of Part of the Lands descended from his Father, to whom the Mother Re-surrenders, and then the Son surrenders to another, making him Tenant in order for a Recovery, to dock the Entail, 282;

Vide 420

By *J. S.* to *J. V.* in Fee, who Surrenders to the Use of himself for Life, Remainder to his Wife for Life, Remainder to another in Fee, 327

By *W. H.* to the Use of his last Will in Writing, and to such Persons, or their Heirs to whom he should devise the same, 356

By *A. W.* to the Use of himself for Life, Remainder to *J. A.* for Life, Remainder to the Right Heirs of the said *A. W.* in Fee, 390; Vide 309

By *T. B.* to the Use of himself for Life, Remainder to *A. B.* in Fee, 330

By

By *J. B.*
 to cert
 See dive

See dive
 Wills,

By *G. C.*

See dive
 303,

See mo

Subpæn
 Superse
 Servan

T
 Trov

V
 Ver

The TABLE.

By J. B. in Consideration of Marriage, to certain Uses,	Page 312
See divers Surrenders to others in Fee,	323, 330, 331, 399, 462
See divers Surrenders to the Use of last Wills,	343, 356, 367, 378, 396, 400, 401, 427, 459, 463
By G. C. of a Reversion on Condition,	302
See divers conditional Surrenders,	346, 303, 314, 332, 371, 386, 388, 391, 431, 433, 439, 456, 463
See more touching Surrenders,	45, 141 to 147
<i>Subpœna's,</i>	227
<i>Superfedeas,</i>	<i>Ibid.</i>
Servants Wages,	235

T.

T Respals (Action)	196, 253
Trespals against the Lord,	211
Trover and Conversion,	201, 252

V.

V <i>Enditioni exponas,</i>	81, 175, 230
<i>Venire facias,</i>	168, 278
Verdict,	278

W.

The TABLE.

W.

W ager of Law,	Page 107 to 111,
	190, 234
Wages of Servants,	235
Waifes and Estrays,	102 to 107
Warrants,	225
Waste done by Copyholders,	160, 203
Ways, a Lease of a Foot-path,	304
	Vide 350
Widows admitted, &c.	379, 429, 433, 434
Withernam quid, &c.	91 to 96
Witnesses and Evidence,	217

F I N I S.

E J

The M
betw
or r
wha
Way
Of
Thi
tion

Who
Ej
or
W
on

The
to
Ju
Ca
cu
sh
an
tin

Wit
C
o
=
Pr

Lately Published,

THE
LAW
OF
EJECTMENTS:

SHEWING

The Nature of *Ejectione Firme*; the Difference between it and Trespass, and how to be brought or removed where the Lands lie in *Franchises*. In what Cases this Action lies, or not. Of the old Way of sealing Leases, and of the new Practice. Of confessing Lease, Entry, and Ouster. Of what Things *Ejectione Firme* lies, or not. Of Declarations in this Action. Of *Venues*, Issue, Trial.

AS ALSO,

Who are good Witnesses or not in the Trial on Ejectment, and what shall be allowed good Evidence or not, either as to Records or Matters *in Fact*. Where Bills, Answers, and Depositions, shall be read on a Trial, or not, in several good Resolutions.

Together with

The Learning of Special Verdicts at large, relating to Titles of Land and Estates, in several Rules; and of Judgments, with their several Forms of Entries in Special Cases; and of *Habere facias Possessionem*, how to be executed; and in what Cases a new *Habere facias Possessionem* shall be granted. And Lastly, Of Erroneous Judgments, and Writs of Error, and several other Matters, all relating to Actions of Ejectments.

The Second Edition.

With Additions of late Rules of Practice, and *adjudg'd Cases*; very necessary for all Lawyers, Attorneys, and other Persons, especially at the Assizes, &c.

Printed for D. Browne, A. and J. Churchill,
and J. Walthoe.

LAW-BOOKS lately printed for
J. Walthoe.

D'Anvers's General Abridgment of the Law, in 2 Vols. Folio. *Bridgman's* Conveyances, in Fol. A Law-Dictionary, in Fol. The *Modern Conveyancer*, in 3 Vols. in 8°. *Modus Intrandi placita Generalia*, in 2 Vols. in 8°. *Browné's* Treatise of Fines and Recoveries, in 8°. The Compleat Attorney and Solicitor in all the Courts at *Westminster*: The 4th Edition, with Additions, 8°. *Instructor Clericalis* compleat, in 5 Parts, being in 6 Vols. 8°. The Compleat Sheriff, with the Office of a Coroner; the 2d Edition, with Additions, in 8°. The new *Retorna Brevium*, in 8°. The Impartial Lawyer, in 8°. The Law concerning Trade and Tradesmen, in 12°. *Styles's* Practical Register, the 4th Edition, with large Additions, 8°. The Rules and Orders of the Court of *Queen's-Bench*, *Common-Pleas*, *Chancery* and *Exchequer*, in 2 Vols. one in 8°. the other in 12°. The Common and Statute Law concerning Trials in Cases of Treason and Mifprifion of Treason, in 8°. The Law of Last Wills and Testaments, in 8°. The Tenants Law: Or, the Law of Landlords, Tenants and Farmers, the 5th Edition, with large Additions, in 12°. *Enchiridion Clericale*, being a Collection of *English* Precedents for young Clerks, in 12°. An Abridgment of the First Part of the Lord *Coke's* Institutes, with some Additions, explaining many of the difficult Cases, and shewing in what Points the Law has been altered by late Resolutions and Acts of Parliament, in 12°. *Legis Series*; a Broad-side. An exact Court-hand Copy for young Clerks; a Broad-side.

Pr
in
at

A
Matte
the In
Holt;
the Ju
Th
Cases
his la
gume
Co
Mode
per 5
Th
Or,
thor
Knigh
Alph
of th
of Ed
the S
also b

B O O K S

*Printed for J. WALTHOE,
in the Middle-Temple Cloysters, and
at his Shop in Stafford. 1715.*

LAW-BOOKS.

FOLIO.

A General Abridgment of the Common Law, Alphabetically digested under proper Titles, with Notes and References to the whole. With Three Tables: The *First* of the several Titles. The *Second* of the Names of the Cases And the *Third* of the Matter under General Heads. By *Knightley D'Anvers*, of the Inner Temple, Esq; Dedicated to the Lord Chief Justice *Holt*; with the Allowance of the Lord Keeper, and the rest of the Judges. In 2 Vols. Price 2 l. 10 s.

The Reports of Sir *Bartholomew Shower*, Knight, of Cases adjudged in the Court of *King's Bench*, in the Reign of, his late Majesty King *William III.* With several learned Arguments. Price 18 s.

Coke's Reports, with References to all the Ancient and Modern Books of the Law: In Eleven Parts. Price small Paper 5 l. 7 s. 6 d. large Paper 6 l. 9 s.

The *First Part* of the *Institutes* of the Laws of *England*: Or, A Commentary upon *Listleton*: not the Name of the Author only, but of the Law it self. By Sir *Edward Coke*, Knight. The Tenth Edition, carefully corrected; with an Alphabetical Table. To which are added Two learned Tracts of the same Author: The First, his Readings upon the 27th of *Edward the First*, entituled, *The Statute of Levying Fines.* And the Second, *Of Bail and Mainprize.* In this Tenth Edition is also his *Compleat Copyholder*; with many Thousands of new

A

References

2 BOOKS Printed for J. WALTHOE.

References to the Modern Law Cases. By an eminent Lawyer, never printed before. Price 1 l. 8 s.

Cases argued and decreed in the High Court of Chancery: In Three Parts. The Second Edition, carefully corrected from the many gross Errors of the former Impression; to which are also added, References to the ancient and modern Books of the Law. Price 1 l. 5 s.

Modern Cases, argued and adjudged in the Court of *Queen's Bench* at *Westminster*, in the second and third Years of *Queen Anne*, in the Time when *Sir John Holt* sat Chief Justice there. None of these Cases were ever before printed. Price 12 s.

A Law Dictionary: or, An Interpreter of Words and Terms used either in the Common or Statute Laws of this Realm, and in Tenures and Jocular Customs: First published by the learned Dr. *Cowell*, and now very much augmented by the Addition of many Thousand Words that are found in our Histories, Antiquities, &c. to the Year 1708. With an Appendix containing the Ancient Names of Places in *England*. Price 10 s.

The Reports of divers special Cases, adjudged in the Courts of *King's Bench*, *Common Pleas* and *Exchequer*, in the Reign of *King Charles* the Second. Collected by *Sir Thomas Raymond*, Knight, late one of the Judges of the *King's Bench* and *Common Pleas*, and one of the Barons of the *Exchequer*. Printed from the original Manuscript written with his own Hand. Price 10 s.

Sir Orlando Bridgman's Conveyances; being select Precedents of Deeds and Instruments concerning the most considerable Estates in *England*. Drawn and approved by that Honourable Person in the Time of his Practice. The fourth Edition, with large Additions. Price 12 s.

Sir Edward Lutwyche's Entries: containing also a Report of the Resolutions of the Court of divers Exceptions taken to Pleadings, and upon other Matters in Law, arising (for the most part) in the Court of *Common Pleas*, from the Thirty fourth of *King Charles* the Second, to the Second Year of her late Majesty *Queen Anne*: And some Observations upon divers of the Precedents; as well those which were never debated in Court, as upon many of the others. In Two Vols. Approved of by the Lord Keeper and all the Judges. Price 3 l.

Walton's Country Justice; containing the Practice of the Justices of Peace, as well in their Sessions as out; with Three Tables, and proper References to such Acts of Parliament as concern the Office of a Justice of Peace; brought down to this Time. Price 10 s.

Reports of divers Cases in Pleas of the Crown; adjudged and determin'd in the Reign of the late *King Charles II.* with Directions

BOOKS Printed for J. WALTHOE. 3

Directions for Justices of the Peace, and others. Collected by Sir John Heyting, Knight, late Lord Chief Justice of the Court of King's Bench From his Original Manuscript. To which is added, the Reports of Three modern Cases, viz. *Armstrong and Lisle*; the King and *Plumer*; the Queen and *Maugridge*. With the Allowance of the Judges. Price 8 s.

The Pleadings, Arguments, and other Proceedings in the Court of King's Bench, upon the *Quo Warranto*, touching the Charter of the City of *London*; with the Judgment entred thereupon. The whole Pleadings faithfully taken from the Record. Price 5 s.

Reports in the Court of King's Bench, from the Twelfth to the Thirtieth Year of King *Charles II.* Taken by *Joseph Heble*, of *Greys-Inn*, Esq; in Three Vols. Price 1 l.

Dissertions of the Law of Nature and Nations; in Eight Books. Translated into *English* by several Hands. The Second Edition. corrected and improved, with Notes. Price 16 s.

The Statutes at large, in Paragraphs and Sections, or Numbers, from *Magna Charta* to the end of the Session of Parliament, April the 15th, 1708. Carefully examined by the Rolls of Parliament, with above a Thousand References to other Books of the Law. In Three Vols. Price 4 l. 10 s. N.B. The Acts since may be had to this Time.

An Exact Copy of the Court-hand. A Broad Sheet. Price 1 s.

Legis Series; or, The Process of the Law in Order: with some necessary Directions and Entries, both in the *King's Bench* and *Common Pleas*. Useful for young Clerks, to direct them in their first Steps to Clerkship. The Third Edition. By R. C. Price 6 d.

L A W in Octavo and Twelves.

DE Jure Maritimo & Navali; or, A Treatise of Affairs Maritime, and of Commerce. In Three Books. The Sixth Edition, with large Additions of Modern Cases, &c. By *Charles Molloy*, late Barrister at Law. Price 6 s.

The Practick Part of the Law; shewing the Office of an Attorney, and a Guide for Solicitors, in all the Courts of *Westminster*; with the Manner of their Proceedings in any Action from the Original to the Execution. As also the Practice of the Courts in the City of *London*, Court of Admiralty, Ecclesiastical Courts, and other inferior Courts in the Country. With the exact Table of Fees of all the said Courts at *Westminster*, as they were deliver'd in to the House of Commons. With the

4 BOOKS Printed for J. WALTHOE.

Abstract of the Parchment and Paper Act, by Order of the Queen and Council. The Fourth Edition, with large Additions; to the Year 1711. Price 6 s.

Instructor Clericalis, in Five Parts. The First consists in directing young Clerks in the Abbreviation of Words, filling up and suing out Writs of the first Process, making up Issues, &c. The Second, of choice and useful Precedents for Declarations. The Three last, of choice and useful Precedents for Pleadings by Rule and Precedent, as well in the *King's Bench* as *Common Pleas*, with Variety of Notes, Arguments, and other Observations relating to the same. By R. G. a Clerk of the Court of *Common Pleas*. The Fifth Edition, with large Additions. Price 1 l. 7 s. 6 d.

The Modern Conveyancer, or Conveyancing improved; being a choice Collection of Precedents on most Occasions, drawn after the manner of Conveyancing now in Use by the greatest Hands of the Age. With an Introduction concerning Conveyancing in general. In Three Vols. The Third Edition, with large Additions. Price 12 s.

The Compleat Sheriff. Wherein is set forth his Office and Authority; with Directions, how and in what manner to execute the same, according to the Common and Statute Laws of this Kingdom, which are now in Force and Use: And the Judgments and Resolutions of the Judges in divers late Cases in the several Courts of *Westminster*, relating thereunto. Likewise of Under-Sheriffs and their Deputies; and where the High-Sheriff shall be answerable for their Defaults, and where not, &c. Together with the Learning of Bail-Bonds, Returns of Writs, Escapes, Actions and Pleadings therein, Customs of *London*, as to Prisons, Courts, Process, Sheriffs Fees, Extortion, Sheriffs Accounts, &c. To which is added the Office and Duty of Coroners, &c. The Second Edition, with large Additions. Price 5 s.

The new Retorna Brebium, collected from the many printed Law-Books extant, concerning the Return of Writs in the Courts of *Chancery*, *Exchequer*, *Queen's Bench*, &c. Alphabetically digested in their proper Order. To which are added and intermix'd, many special modern Returns, not heretofore made publick: With many special Notes and Observations through the whole. Necessary for all Sheriffs, Under-Sheriffs, Clerks, Attorneys, Solicitors, Mayors, Bailiffs of Liberties, Coroners, &c. As also for the Officers of the Counties Palatine of *Chester*, *Lancaster* and *Durham*: With a compleat Alphabetical Table respecting the said several Courts in their Order. By R. G. Clerk of the Court of *Common Pleas*. Price 5 s.

The Clergyman's Law: Or, The Compleat Incumbent; collected from the Thirty Nine Articles, Canons, Proclamations,

tions
of Pa
and
Bene
well
Cont
ther
sent
Land
Sect
T
Tri
ther
cally
Appe
brou
W.
T
and
by t
ble t
R
the
L
Res
of C
Sur
lect
liet
den
den
Esq
T
Tre
and
Wi
tut
A
the
the
and
Pre
of
M
In
cla
Ju

BOOKS Printed for J. WALTHOE. 5

tions, Decrees in *Chancery* and *Exchequer*: As also from all Acts of Parliament, and Common-Law Cases relating to the Church and Clergy of *England*: Digested under proper Heads, for the Benefit of Patrons of Churches, and the Parochial Clergy, as well as the Practitioners of the Law. With a Table of the Contents of the Chapters, and another of the Principal Matters therein contained. To which is Added the Names of the present Bishops, and other chief Dignitaries of the Church of *England*. By W. Watson, Dr. of Laws, late Dean of *Battel*. The Second Edition, with Additions; in Two Vols. Price 12 s.

The Common and Statute Law of *England*, concerning Trials in High Treason, Misprision of Treason, and in all other Crimes and Offences relating to the Crown: Alphabetically digested under proper Heads: Wherein the learning of Appeals is at large set forth under the same Head. The whole brought down to the Year 1710, with an exact Table. By W. J. Barrister at Law. Price 4 s. 6 d.

The Rules and Orders of the Courts of *Queens-Bench* and *Common-Pleas* at *Westminster*, to the Year 1711, examined by the Original Rules and Orders; with an Alphabetical Table to the whole. Price 4 s.

Rules and Orders in the High Court of *Chancery*, and the Court of *Exchequer*. The Second Edition. Price 3 s.

Lex Custumaria: Or, A Treatise of Copyhold Estates, in Respect of the Lord and the Copyholder. Wherein the Nature of Customs in general, and of particular Customs, Grants and Surrenders, &c. are clearly illustrated. Together with a Collection of many Cases, wherein a Copyholder may receive Relief in the Court of *Chancery*. To which is annexed, Precedents of Conveyances respecting Copyholds. As also Precedents of Court-Rolls, Surrenders, Admittances, &c. By D. C. Esq; The Second Edition, with Additions. Price 4 s. 6 d.

The Law of Last Wills and Testaments; a Common Law Treatise, containing Rules for the Construction of Last Wills, and the Diversities between Limitations and Conditions in a Will, &c. With several Cases adjudged upon several late Statutes, that have alter'd the Common Law. Price 3 s. 6 d.

A Treatise concerning Trespasses *Vi & Armis*; wherein the Nature of Trespasses are clearly explicated, and the Gift of the Action stated, and by whom such Actions may be brought, and against whom and how to be laid. To which are added Precedents and Entries proper to each Title. By the Author of *Lex Custumaria*. Price 5 s.

Modus Intrandi Placita Generalia: Or, The Entering Clerk's Introduction: Being a Collection of such Precedents of Declarations, and other Pleadings, with Process as well Mesne as Judicial, as are generally used. The Third Edition, With

6 BOOKS Printed for J. WALTHOE.

the Addition of the true Directions for Writs, according to the Style of the latest Grants to each Corporation in *England*. In Two Parts. By William Brown, Gent. Price 8 s.

A compendious and accurate Treatise of Fines upon Writs of Covenant and Recoveries, upon Writs of Entry in the Post. With ample and copious Instructions how to draw, acknowledge and levy the same in all Cases. With an Addition of several Precedents, and many Observations, Rules and Cases concerning the Effect and Operation of Fines and Recoveries. The Fourth Edition, corrected and much enlarged. By W. Brown, Gent. Price 4 s. 6 d.

Tryals per Pais: Or, The Laws of *England* concerning Juries by Nisi Prius, &c. Newly revised and much enlarged, with an Addition of Precedents and Forms of Challenges, Demurrers upon Evidence, Bills of Exception, Pleas, *Puis le Dayrien Continuance*, &c. The Fourth Edition. To which is now added a farther Treatise of Evidence, together with a new and exact Table to the whole Matter. By G. D. of the Inner Temple, Esq; Price 5 s.

The Law against Bankrupts: Or, A Treatise wherein the Statutes against Bankrupts are explained, by several Cases, Resolutions, Judgments and Decrees, both at Common Law and in *Chaucery*; together with the Learning of Declarations and Pleadings relating thereunto. To which are likewise added, Forms and Directions for Commissioners, with Precedents, &c. The Third Edition, with several large Additions of New Cases, and all the Acts relating to Bankrupts, to this Time. By Tho. Cowinge, Serjeant at Law. Price 4 s. 6 d.

Officium Clerici Pacis: A Book of Indictments, Informations, Appeals and Inquisitions: Also the manner of holding the Sessions of Peace; with divers other Matters relating thereunto, and necessary to be known by Justices of the Peace. The Second Edition, with large Additions of modern Indictments, and new Cases relating to the Clerks of Assize, and Clerk of the Peace. Price 4 s. 6 d.

The Practice of the Spiritual or Ecclesiastical Courts. To which is added, a brief Discourse of the Structure and Manner of forming the Libel or Declaration. The Third Edition corrected, with many large Additions. By Henry Conset. Price 5 s.

The Law of Ejectments: Shewing the Nature of *Ejectiones Firme*; the Difference between it and Trespass, and how to be brought or removed where the Land lies in Franchises; in what Cases this Action lies or not, &c. The Second Edition, with Additions of late Rules of Practice, and adjudged Cases, Price 4 s. 6 d.

The

BOOKS Printed for J. WALTHOE. 7

The Practice of Courts-Leet, and Courts-Baron: With full and exact Directions for making up Court-Rolls, as well of Courts-Leet as of Courts-Baron. As also the manner of drawing and entering all sorts of Presentments and Forfeitures in Courts-Leet; and of Surrenders, Admissions, and Recoveries in the Nature of Writs of *Entres sur Disseisin en le poſt* at the Common Law. Publish'd from the Manuscripts of Sir Will. Crocgs, Knt. sometime Lord Chief Justice of England. To this Third Edition are added very large Additions, and the late Acts of Parliament concerning the Dury on Surrenders, Admittances, &c. The whole carefully corrected from the Errors of the former Impression. Price 5 s.

Cursus Cancellariae: Or, The Course of Proceedings in the High Court of Chancery. Wherein the Authority, Jurisdiction and Modern Practice of that Court are methodically and distinctly treated of, from the Bill filed and Process thereupon, to the final Sentence and Decree. As also of Reversing Decrees by Bills of Review, and Appeals to the House of Lords. And the Method of proceeding in the *Petty-Bag-Office*, &c. With Variety of useful Precedents throughout, and a compleat Table to the whole. Publish'd by Wm. Bohun, of the Middle-Temple, Esq; 1715. Price 6 s.

The History and Analysis of the Common-Law of England. Written by a Learned Hand. 2 Vols. Price 7 s.

A short Treatise of Sheriffs Accompts; written by the Honourable Sir Matthew Hale, Knight, some time Lord Chief Justice of his Majesty's Court of *King's-Bench*. To which is added, a Tryal of Witches before the said Sir Matthew Hale. 8vo. Price 2 s.

The Impartial Lawyer: Setting forth such especial adjudg'd Cases, as immediately concern Persons that are exercis'd in the Laws of England; wherein is demonstrated, what Remedy the Lawyers may have against such as would defame them in their Practice; as also, such Relief as others may have against them for their unjust or irregular Proceedings, with References to all sorts of Precedents and Pleadings relating to the several Matters therein treated. Price 3 s.

Wingat and Washington's Abridgment of all the Statutes in Force and Use, from *Magna Charta* to the Year 1708. In Three Vols. Price 15 s.

Styler's Practical Register, begun in the Reign of King Charles I. consisting of Rules, Orders, and the principal Observations concerning the Practice of the Common Law in the Courts at *Westminster*, particularly the *King's Bench*, as well in Matters Criminal as Civil. Carefully continu'd down to this Time, from modern Reports. Alphabetically digested. The Fourth Edition, with large Additions. 8vo. Price 6 s.

8 BOOKS Printed for J. WALTHOE.

Enchiridion Clericale; or a Manual of proper and useful English Precedents for young Clerks, relating to Contracts and Agreements, Obligations, Recognizances and Statutes. Also an Anatomy of a Bond, with most usual and necessary Conditions, Abbreviation of Words, proper Names of Men and Women, Cities, Counties, Sums of Money, Reigns of Kings and Queens, and Years of our Lord: Tables of Interest and Purchase, the Terms and their Returns; Forms of Bills, Articles, Awards and Arbitraments, Acquittances, Assignments, Dispositions of Money, and Declarations of Trust, Ecclesiastical Instruments, Deed of Gift, Deseazances, Exchange of Lands, Feoffments, Fines, Recoveries, &c. The Second Edition. Price 3 s. 6 d.

The New *Natura Verbum* of the most Reverend Judge Mr. Anthony Fitzherbert; corrected and revised. Whereunto are added, The Authorities in Law, and some other Cases and Notes collected by the Translator out of the Year-Books and Abridgments. With a new and exact Table of the most material Things contained therein. Price 7 s.

Les Termes de la Ley: Or, Certain Difficult and Obscure Words and Terms of the Common Laws and Statutes of this Realm, now in use, expounded and explained. Now corrected and enlarged with many great and useful Additions throughout the whole Book. Price 6 s.

Laws concerning Trade and Tradesmen. In Two Parts. The First, treats of the Doctrine of By-Laws, made by Corporations and Companies concerning Trade, &c. wherein are collected from the Books of Reports, all the Cases which have been adjudged relating to this Subject. The Second Part, is a Collection of the Statute-Law that concerns Merchants, Tradesmen and Artificers. Alphabetically disposed under proper Heads. Price 3 s. 6 d.

Legal Provisions for the Poor; or a Treatise of the Common and Statute Laws concerning the Poor, either as to Relief, Settlement or Punishment. Being a Methodical Guide for Justices of the Peace, Church-wardens, and Overseers. Wherein are explain'd, all the Statutes relating to that Subject; with the ancient and modern Law-Cases and Resolutions of the Judges; and also many Precedents proper for such a Treatise. By S. C. of the Inner-Temple, Esq; The Third Edition. To which is added the late Act concerning Vagrants, with Observations thereupon, 1715. Price 3 s. 6 d.

Tenant's Law; or the Law of Landlords, Tenants and Farmers: Shewing the several Kinds of Tenures and Tenants; of Leases, Covenants, Reservations and Assignments. The Doctrine concerning Common of Cattle, &c. between Landlord and Tenant. Of Distresses for Rent, Rescous and Replevins,

plevins, with all the Acts relating to Landlords and Tenants, and useful Observations and Cases adjudged thereupon. Of Bargaining, Buying and Selling: Also concerning Crops of Corn, &c. Of Waste, Nuisances committed, and of the new building of Houses within the Bills of Mortality; being useful for all Landlords, Tenants, Farmers, Agents and Solicitors; with an exact Table to the whole. The Sixth Edition, with large Additions. Price 3 s.

Two Dialogues in *English*, between a Doctor of Divinity, and a Student in the Laws of *England*, of the Grounds of the said Laws, and of Conscience. Price 3 s.

Reports of Cases taken and adjudged in the Court of Chancery, in the Reign of King *Charles I. Charles II. and James II.* Being Special Cases, and most of them decreed with the Assistance of the Judges, and all of them referring to the Register-Books. Wherein are settled several Points of *Equity, Law and Practice.* To which are added, Learned Arguments relating to the Antiquity of the said Court, its Dignity, Power and Jurisdiction. The Second Edition, with large Additions, carefully corrected. In 2 Vol. 8vo. 1715. Price 10 s.

An Abridgment of the First Part of my Lord *Coke's Institutes*; with some Additions, explaining many of the difficult Cases, and shewing in what Points the Law has been altered by late Resolutions and Acts of Parliaments. The Second Edition; to which is now added an Index. In large 12mo. 1714. Price 5 s.

A Compendium of the *Laws and Government Ecclesiastical, Civil, and Military, of England, Scotland, and Ireland, and Dominions, Plantations, and Territories thereunto belonging*; with the Maritime Power thereof, and Jurisdiction of Courts therein: Methodically digested under their proper Heads. By *H. Curson of the Inner-Temple Esq;* Price 4 s.

The Justice of Peace his Companion; or a Summary of all the Acts of Parliament to June 12. 1711. whereby one, two, or more Justices of the Peace are authorized to act, not only in, but out of the Sessions of the Peace: With an exact Alphabetical Table. By *Samuel Blackerby, of Grays-Inn Esq;* The Second Edition corrected. Price 2 s. 6 d.

Miscellaneous BOOKS in Folio.

A Complete History of *England*, with the Lives of the Kings and Queens thereof, from the earliest Account of Time to the Death of King *William III.* Containing a faithful Relation of all Affairs of State, Ecclesiastical and Civil. The whole

10 BOOKS Printed for J. WALTHOE.

whole illustrated with large and useful Notes, taken from divers Manuscripts and other good Authors. In 3 Vol. in large Folio, with the Effigies of all the Kings and Queens curiously engraven from Originals on large Copper Plates. Price 3 l. 15 s.

The Gentleman's Recreations, in Three Parts; the *First* contains a short and easie Introduction to all the Liberal Arts and Sciences, &c. The *Second* treats of Horsemanship, Hawking, Hunting, Fowling, Fishing, Agriculture, &c. Done from the most Authentick Authors, with great Enlargements. The *Third* is a compleat Body of all our Forest, Chace, and Game Laws, as they are at this Time. Illustrated with near an Hundred large Copper Cuts. The *Second Edition* corrected, with near Half of Additions. Price 1 l. 17 s.

Lexicon Technicum: Or, An universal English Dictionary of Arts and Sciences, explaining not only the Terms of Art, but the Arts themselves. In 2 Vol. by J. Harris, D. D. The *Second Edition*. Price 2 l. 10 s.

A Parallel of the ancient Architecture with the modern, in a Collection of Ten principal Authors who have written upon the Five Orders. The *Second Edition*, with large Additions: By J. Evelyn Esq; Fellow of the *Royal Society*. Price 10 s.

A Geographical Dictionary; representing the present and ancient Names and States of all the Countries, Kingdoms, Provinces, remarkable Cities, Universities, Ports, Towns, Mountains, Seas, Streights, Fountains and Rivers of the whole World; their Distances, Longitudes and Latitudes; with a short Historical Account of the same, and a general Index of the Ancient and Latin Names. Very necessary for the understanding of all ancient and modern Histories, and especially the divers Accounts of the present Transactions of Europe. Begun by Edmund Bohun Esq; since continued, corrected and enlarged with great Editions throughout; particularly with whatever is the most observable in the Geography of the *Grand Dictionnaire Historique* of Monsieur Moreri; and a Reflection upon that Dictionary. Together with all the Corporation and Market Towns of *England and Wales*. The *Fourth Edition*: To which are added, The General *Præcognita* of Geography, and the Doctrine of the Sphere; with an Alphabetical Table of the most noted Rivers and Mountains in *England and Wales*, shewing the Rise, Courses and Falls of the first, and the Situation and Extent of the latter. Never before Published. By John Augustine Bernard, sometime Fellow of *Brazen-Nose College*, Oxon. Price 12 s.

The Natural History of *Drfordshire*, being an Essay towards the Natural History of *England*. By Robert Plott, L. L. D. late Keeper of the *Ashmolean Museum*, and Professor of Chymistry in the University of *Oxford*. Price 12 s.

D^{us}.

D^{us}
genera
minati
Jerem
late l

A
minist
or Pla
Holid
With
Festiv
the L
the K
mon
Addit
W. J
Price

T
which
Apost
the A
234
Royam
others

A
Comp
and M
cy, an
Copp
nation
they
Prope
the C
Pomet
Fagon
King
which
their
last Y
Th
Takin
done

BOOKS Printed for J. WALTHOE. 11

Ductor Dubitantium: Or the Rule of Conscience in all her general Measures, serving as a great Instrument for the Determination of Cases of Conscience. The Fourth Edition. By Jeremy Taylor, Chaplain in Ordinary to King Charles I. and late Bishop of Down and Connor. Price 1 l.

A Commentary on the Book of Common Prayer and Administration of the Sacraments, &c. together with the Psalter or Psalms of David. Being a Paraphrase on the Sunday and Holiday-Services, Epistles and Gospels throughout the Year; With Notes on all the Rubricks, giving an Account of all the Festivals and Saints Days observed in the Church; as also of the Lives of the Saints, and Days of Distinction mentioned in the Kalendar; of the Compilers and Reviewers of our Common Prayer, &c. At the End of the Book are subjoined the Additional Notes of Bishop Andrews, Bishop Cosins, &c. By W. Nichols, D. D. The Second Edition, with Additions. Price 1 l. 4 s.

Quarto's, Octavo's and Twelves.

THE History of the Old and New Testament, extracted out of sacred Scripture and Writings of the Fathers: To which are added, The Lives, Travels and Sufferings of the Apostles; with a large and exact Historical Chronology of all the Affairs and Actions related in the Bible: Illustrated with 234 Sculptures, and 3 Maps; translated from the *Sieur de Royamont*; supervised and recommended by Dr. Horneck, and others. The Fourth Edition. Price 12 s.

A Compleat or General History of Drugs, Simple and Compounded; divided into Three Classes, Vegetable, Animal and Mineral; with their Use in Physick. Chymistry, Pharmacy, and several Arts. Illustrated with above four Hundred Copper Cuts, curiously drawn from the Life; with an Explanation of their different Names, the Countries from whence they come, the Way to know the True from the False, their Properties, &c. A Work of very great Use and Curiosity; the Cuts being the finest yet extant. Written by Monsieur Pomet, Druggist to the French King: and publish'd by Monsieur Fagon, Counsellor of State and chief Physician to the present King of France: With this Remark, That all the Drugs from which these Figures were drawn, were publickly shewn, and their Uses, &c. demonstrated in the Royal Garden of Paris the last Year. 2 Vol. 4to. Price 1 l. 4 s.

The Roman History, from the Building of the City, to the Taking of Constantinople by the Turks. In 5 Vol. The two first done by Laurence Echard, A. M. of Christ-College in Cambridge,

bridge, the three last by a good Hand. The **Seventh Edition**, carefully revis'd and much improv'd. Price 1 l. 1 s. 6 d.

N. B. The two first may be had alone. Price 9 s.

A Treatise of **Diseases** incident to the **Skin**, in Two Parts: With a short Appendix concerning the Efficacy of Local Remedies, and the Manner of some of their Operations. By **Daniel Turner**, formerly a Member of the Surgeons Company, now a Licentiate of the College of Physicians, *London*. Price 4 s. 6 d.

The Art of **Prudence**: Or, A Companion for a Man of Sense. Written originally in *Spanish*, by that Celebrated Author *Balthazar Gracian*; now made *English* from the best Edition of the Original, and illustrated with the *Sieur Amelot de la Housaie's* Notes. By Mr. **Savage**. The **Third Edition** corrected. Price 3 s. 6 d.

The Peculiar Use and Signification of certain **Words** in the **Latin Tongue**: Or, A Collection of Observations, wherein the elegant, and commonly unobserved Sense of very near 900 common *Latin Words* (besides the various Senses of the same Word) is fully and distinctly explained in *English Sentences*, translated from the truest Copies of the purest *Latin Writers*, and intended either to be read, or translated back again into the Original Language. The **Second Edition** corrected. By **William Willsmott**, M. A. Fellow of *Kings-College*, in *Cambridge*. Price 4 s.

A **Dictionary English-Latin**, and *Latin-English*, containing all things necessary for the translating of either Language into other. To which End, many things that were erroneous are rectified, many Superfluities retrenched, and very many Defects supplied. And all suited to the meanest Capacities, in a plainer Method than heretofore: Being (for Ease) reduced into an Alphabetical Order, and explained in the Mother Tongue. And towards the completing the *English Part*, here are added Thousands of Words, Phrases, Proverbs, Proper Names, and many other useful Things mentioned in the Preface to the Work. The **Seventh Edition**, enlarged. By **Elisba Coles**, late of *Magdalen-College, Oxon*. Price 7 s.

An **English Dictionary**, explaining the difficult Terms that are used in Divinity, Husbandry, Physick, Philosophy, Law, Navigation, Mathematicks, and other Arts and Sciences. Containing many Thousand of hard Words (and proper Names of Places) more than are in any other *English Dictionary* or *Expositor*: Together with the Etymological Derivation of them from their proper Fountains, whether *Hebrew, Greek, Latin, French*, or any other Language. By **E. Coles**, Schoolmaster, and Teacher of the Tongue to Foreigners. Price 2 s. 6 d.

A **Practical Discourse concerning Death**. The **Fifteenth Edition**. 8vo. Price 3 s. 12^o. 2 s. A

BOOKS Printed for J. WALTHOE. 13

A Practical Discourse concerning a Future Judgment. The Seventh Edition. Price 4 s.

A Discourse concerning the Divine Providence. The Fourth Edition. Price 4 s.

A Discourse concerning the Happiness of good Men, and the Punishment of the Wicked in the next World; containing the Proofs of the Immortality of the Soul, and Immortal Life. The Second Edition. Price 4 s.

Sermons upon several Occasions. Vol. I. The Second Edition. Price 4 s. 6 d.

Sermons upon useful Subjects. Vol. II. The Second Edition. Price 4 s. 6 d.

A Preservative against Popery In Two Parts. 12°. Price 2 s.

These 7 by W. Sherlock, D. D. late Dean of St. Paul's.

The Nature of Uncleanness consider'd; wherein is discours'd the Causes and Consequences of this Sin, and the Duties of such as are under the Guilt of it: To which is added, A Discourse concerning the Nature of Chastity, and the Means of obtaining it. By J. J. Otervald, Minister of the Church of Neuchâtel. Price 4 s.

Tractatus Philosophico-Theologicus de Persona: Or a Treatise of the Word Person. Shewing, I. How it signifies in respect of Men. II. How it came in Use with respect to the Deity. III. How it hath been used since by Divines. IV. How it is to be understood with respect to the Doctrine of the Trinity, as held by the Church of England, &c. By John Glendon, of the Inner Temple Esq; Price 3 s.

The Method and Order of Reading both Civil and Ecclesiastical Histories. In which the most excellent Historians are reduced into the Order in which they are successively to be read, and the Judgments of Learned Men concerning each of them subjoined. By Degory Wheare, Camden Reader of History in Oxford. The Third Edition, with very large Additions. Price 4 s. 6 d.

The whole Works of F. Rabelais, M. D. in 2 Volumes. Or, The Lives, Heroic Deeds and Sayings of Gargantua and Pantagruel. Done out of French by Sir Tho. Urchard, Knt. Monsieur Motteux and others. With a large Account of the Life and Works of the Author; particularly an Explanation of the most difficult Passages in them. Never before publish'd in any Language. Price 10 s.

The Aphorisms of Hippocrates, and the Sentences of Celsus; with Explanations and References to the most considerable Writers in Physick and Philosophy, both Ancient and Modern. To which are added, Aphorisms upon the Small Pox, Measles, and other Distempers, not so well known to former and more temperate Ages. By T. J. Sprengell, M. D. Price 4 s. 6 d.

The

14 BOOKS Printed for J. WALTHOE.

The Considerations of *Dierclius* on Eternity. Made English from the *Latin*, by S. Dunster, A. M. Price 3 s. 6 d.

The Satires and Epistles of *Horace*, done into English, with Notes. The Second Edition corrected: To which is now added, his Art of Poetry. By S. Dunster, A. M. Chaplain to his Grace *Charles Duke of Shrewsbury*. Price 5 s.

The Indictment, Arraignment, Trial, and Judgment at large, of Twenty nine Regicides, the Murderers of King *Charles I.* To which is now added, their Speeches. Price 4 s. 6 d.

The History of the World, Ecclesiastical and Civil, from the Creation to this present Time: With Chronological Remarks. By the Learned M. *Chabreau*: In Five Vol. by several Hands. Price 18 s.

The Gentleman's Dictionary, in Three Parts. 1. The Art of Riding the great Horse. 2. The Military Art. 3. The Art of Navigation. Each Part done Alphabetically, from the Sixteenth Edition of the Original *French*. Price 4 s. 6 d.

Glossographia Anglicana Nova; or a Dictionary, interpreting such hard Words of whatever Language as are at present us'd in the English Tongue; with their Etymologies, Definitions, &c. Price 5 s.

Moral Essays on some of the most curious and significant English, Scotch, and Foreign Proverbs. By S. Walmer, Presbyter of the Church of England. Price 4 s. 6 d.

Essays upon several Subjects in Prose and Verse, written by the Lady *Chudleigh*. Price 3 s.

Dr. *Spratt* (late Bishop of *Rocheſter*) his Sermons on several Occasions. The Second Edition. Price 4 s. 6 d.

Sorbiere's Voyage to England, containing many Things relating to the State of Learning, Religion, and other Curiosities of that Kingdom, with Dr. *Spratt's* Observations thereupon. Price 3 s.

Poems on several Occasions. By Mr. *Womfret* deceas'd, Author of the Choice. The Third Edition, with Additions. Price 2 s. 6 d.

Contemplations, Moral and Divine. In Two Parts. By Sir *Matthew Hale*, Knight, late Chief Justice of the King's Bench. Price 4 s. 6 d.

The Life of *Guzman de Alfarache*; or the Spanish Rogue: To which is added, the celebrated Tragi-Comedy *Celestina*. In Two Vol. adorn'd with Sculptures. Price 12 s.

The Solitary or Carthusian Gardener, containing the Method to make and cultivate all sorts of Gardens, also the compleat Florist; Translated from the *French*.

Thirty Sermons preach'd on several Occasions. By *Edward Waple*, B. D. late Vicar of *St. Sepulchres*, and Archdeacon of *Taunton*. Price 4 s. 6 d.

Tit

BOOKS Printed for J. WALTHOE 15

Titi Livii Patavini Historiarum Decades quæ supersunt ; juxta Editionem Gronovianam diligenter recensitæ. Lemmatibus Historicis ad paginarum oras ornata ; atque Indice rerum uberrimo perinde ac utilissimo locupletata. Adjiointur Tabulæ Geographice Historiam Romanam egregie illustrantes. Tomi duo. 8vo. Pret. 12 s.

De Obligatione Conscientiæ Breves X. Oxonii in Scholâ Theologicâ habitæ. 1647. A R. Sanderfoni, SS Theologiæ ibid. Professore Regio ; postea Episcopo Lincolnensi. Pret. 4 s.

Resolves, Divine, Moral, and Political ; with several new Additions, both in Prose and Verse, not extant in the former Impressions. By **Owen Feltham**, Esq; In this Twelfth Edition, References are made to the Poetical Citations, heretofore much wanted ; and the Language refin'd. Price 6 s.

A Theological Theory of a Plurality of Worlds: Being a Critical, Philosophical, and Practical Discourse concerning Visible and Material Worlds. By **D. Sturmy**, M. A. Rector of *East-Hatley* in the County of *Cambridge*, and Chaplain to the Right Honourable the Earl of *Litchfield*. Price 3 s.

Ret recreations Mathematical and Physical ; Laying down, and solving many profitable and delightful Problems of Arithmetick, Geometry, Opticks, Gnomonicks, Cosmography, Mechanicks, Physicks, and Pyrotechny. By **Mr. Ozanam**, Professor of the Mathematicks at *Paris*. Done into *English*, and illustrated with very many Cuts. Price 6 s.

The New Italian Grammar: Or the easiest and best Method for attaining that charming Language. Revised, corrected, and enlarged in this last Edition: By the Author, *Seignior Veneroni*, Italian Secretary, and Interpreter to the present French King. Done into *English*, with farther Improvements, By **Mr. Abbedale**. In 8vo. Price 3 s. 6 d.

The Compleat Horseman, or Perfect Farrier. In Two Parts. Written in *French* by the *Sieur de Solleysell*, Quarry to the present King of *France*, and one of the Royal Academy of *Paris*. Abridg'd from the Folio. Done into *English* by **Sir William Hope**. With the Addition of several excellent Receipts by our best Farriers: And Directions to the Buyers and Sellers of Horses. The Third Edition. Illustrated with several Copper-Plates. Price 5 s.

A Paraphrase and Comment upon the Epistles and Gospels, appointed to be used in the Church of *England* on all Sundays and Holidays throughout the Year. Designed to excite Devotion, and promote the Knowledge and Practice of sincere Piety and Vertue. In Four Volumes. The Third Edition. By **C. Stanhope**, D. D. Dean of *Canterbury*, and Chaplain in Ordinary to her Majesty. 1714. Price 1 l

A New Voyage to Italy. With curious Observations on several other Countries ; *Germany, Switzerland, Savoy, Geneva, Flanders, Holland, &c.* Together with useful Instructions for those

16 BOOKS Printed for J. WALTHOE.

those who shall travel thither. The **Fourth Edition**, enlarg'd by the Author, and enrich'd with several new Figures. In Four Vols. 8vo. 1715. Price 1*l*.

The **Duties** at this present Time (1714) on all **Merchandise** digested in a new and easie Method. In 12°. Price 3*s*.

Humane Prudence. The Second Part. Treating of Promises and Performances; of large Acquaintance; of Pleasure, its Use and End; of Virtue, how it may be taught; of Gifts, and their Power over Men; of the Deficiency of Reason; of Curiosity in Knowledge, &c. 12mo. price 2*s*.

The **Mother's Blessing**, or the Godly Counsel of a Gentlewoman, not long since deceas'd, left behind her for her Children. Containing many good Exhortations and good Admonitions, profitable for all Parents to leave as a Legacy to their Children. By Mrs. Dorothy Leigh. Price 1*s*.

Lily's Grammar new construed, with an Explanation of the Syntax, fitted to the meanest Capacity. By the Author of the *Peculiar Use and Signification of certain Words in the Latin Tongue*. Price bound 10*d*.

The **Compleat Surgeon**, or the whole Art of Surgery explained in a most familiar Method. In Two Parts. By M. Le Clerc. The **Fourth Edition** enlarged. To which is added, the Description of Bandages, &c. Two Vols. 12°. Price 7*s*.

A **Help to English History**: Containing the Succession of all the Kings of England; as also of all the Dukes, Marquisses, Earls, and Bishops thereof, with the Descriptions of the Places from whence they had their Titles; together with the Names and Ranks of the Viscounts, Barons and Baronets of England. By W. Heylin, D. D. and since his Death continued to the Year 1709, with the Coats of Arms of the Nobility Blazon'd. 12°. Price 4*s*.

The **Life and Adventures of Lazarillo de Tormes**. Written by himself. Translated from the Original Spanish, and illustrated with Twenty curious Copper Cuts. 12°. Price 2*s*. 6*d*.

*M. Juniani Justinii ex Trogi Pompeii Historiis externis, Libri 44. Diligentissime recensiti & castigati & Notis optimorum interpretum illustrati: quibus additur Chronologia ad Historiam accommodata; cum Indice Rerum & Verborum præcipue memorabilium. pret. 3*s*.*

A **Defence of the Thirty nine Articles of the Church of England**. Written in Latin by J. Ellis, S. T. D. Now done into English. To which is added, the *Lambeth Articles*; together with the Judgment of Bishop Andrews, Dr. Overall, and other eminent and learned Men upon them. Price 1*s*. 6*d*.

Select Psalms and Hymns for the Use of the Parish Church and Chappels belonging to the Parish of St. James's Westminster. In 12°. Price bound 1*s*.

Ex H. W. C.